



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 9
75 Hawthorne Street
San Francisco, CA 94105-3901

IN THE MATTER OF:

Casmalia Disposal Site
Santa Barbara County, California

Proceeding under Section 122(g) of the
Comprehensive Environmental Response,
Compensation, and Liability Act of 1980, as
amended, 42 U.S.C. § 9622(g)

U.S. EPA Docket No. 99-02(i)

**ADMINISTRATIVE
SETTLEMENT AGREEMENT
AND ORDER ON CONSENT—
DE MINIMIS CONTRIBUTORS**

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I. JURISDICTION

1. This Administrative Settlement Agreement and Order on Consent ("Settlement Agreement") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(g)(4), to reach settlements in actions under sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607. The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("U.S. EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (January 29, 1987), and further delegated to the Regional Administrators of U.S. EPA by Delegation No. 14-14-E (issued May 11, 1994, amended by memorandum May 19, 1995). Within Region IX, this authority has been delegated to the Superfund Branch Chiefs by Regional Order 1290.21-B dated July 27, 2005 ("*De Minimis* Settlements"). This Settlement Agreement is also entered into pursuant to the authority of the Administrator pursuant to Section 7003 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6973. The Administrator's authority has been delegated to the Regional Administrators of U.S. EPA by Delegation No. 8-22-C dated May 11, 1994. Within Region IX, this authority has been delegated to the Director of the Superfund Division by Regional Order 1280.20 dated April 6, 1998. This Settlement Agreement is also entered into by the United States on behalf of the United States Fish and Wildlife Service ("FWS"), United States Department of Interior ("DOI"); and on behalf of the National Oceanic and Atmospheric Administration ("NOAA"), United States Department of Commerce, each of whom, by Executive Order 12580, as amended by Executive Order 13016, 61 Fed. Reg. 45872 (August 30, 1996), has been delegated with the authority vested in the President as a Federal Trustee for natural resources that may have been, or in the future may be, injured by the release of

hazardous substances at or from the Casmalia Disposal Site, as defined herein.

2. This Settlement Agreement is issued to the persons, corporations or other entities identified in Appendix A ("Settling Parties"). Each Settling Party agrees to undertake all actions required by this Settlement Agreement. Each Settling Party further consents to and will not contest the United States' jurisdiction to issue this Settlement Agreement or to implement or enforce its terms.

3. The U.S. EPA, Federal Trustees and Settling Parties ("Parties") agree that the actions undertaken by Settling Parties in accordance with this Settlement Agreement do not constitute an admission of any liability by any Settling Party. Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the Statement of Facts or the Determinations contained in Sections IV (Statement of Facts) and V (Determinations), respectively, of this Settlement Agreement.

II. STATEMENT OF PURPOSE

4. By entering into this Settlement Agreement, the mutual objectives of the Parties, as more precisely described in the terms of this Settlement Agreement, are:

- a. to reach a settlement among the Parties with respect to the Casmalia Disposal Site (defined as "Site," below), pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Settling Parties to make a cash payment, including a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, and Section 7003 of RCRA, 42 U.S.C. § 6973, for injunctive relief with regard to the Site, and for response costs and, for some parties, Natural Resource Damages, incurred and to be incurred by the U.S. EPA or the Federal Trustees at or in connection with the Site, thereby reducing litigation relating

- to the Site;
- b. to provide Settling Parties with two options for resolution of such liability: Settlement Option A, for which the Settling Parties pay a greater premium and that affords greater finality (including, for example, a covenant not to sue for Natural Resource Damages and for response costs incurred and to be incurred by the Federal Trustees at or in connection with the Site); and Settlement Option B, for which the Settling Parties pay a lower premium and that contains less finality and greater risks for the Settling Parties. The terms of Options A and B are more fully described within;
 - c. to resolve any alleged claims of the Settling Parties that could have been asserted against the United States with regard to the Site;
 - d. to simplify any remaining administrative and judicial enforcement activities concerning the Site by resolving the alleged liability of a substantial number of potentially responsible parties ("PRPs") with respect to the Site;
 - e. to obtain settlement with Settling Parties for their fair share of response costs incurred and to be incurred at or in connection with the Site by U.S. EPA Hazardous Substance Superfund and by other persons, not including the State of California, and, with respect to Settling Parties that elect Settlement Option A, response costs incurred by the Federal Trustees; and
 - f. to provide for contribution protection for Settling Parties with regard to the Site pursuant to Sections 113(f)(2), and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2), and 9622(g)(5).

III. DEFINITIONS

5. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement, including the attached appendices, that are defined in

CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Settlement Agreement, the following definitions shall apply:

"Casmalia Consent Decree" shall mean the consent decree entered by the United States District Court for the Central District of California on June 27, 1997 in United States of America v. ABB Vetco Gray, Inc., et al., Civ No. CV96-6518 KMW(Jgx).

"Casmalia Resources Closure/Post-Closure Trust Fund" shall mean the trust fund established by Casmalia Resources, as grantor, on or about October 24, 1985, to address closure/post-closure requirements established by the State of California, Department of Health Services and applicable to the Casmalia Resources Hazardous Waste Management Facility.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

"Commerce" shall mean the United States Department of Commerce and any successor departments, agencies, or instrumentalities of the United States.

"Contaminants List" shall mean those contaminants identified to date at the Site and listed in Appendix C.

"CSC" shall mean the Casmalia Steering Committee.

"Day" shall mean a calendar day. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or a federal holiday, the period shall run until the close of business on the next working day.

"De Minimis Party" shall mean any PRP that the U.S. EPA has determined sent no more than 8.5 million pounds of waste to the Site.

"DOI" shall mean the United States Department of the Interior and any successor departments, agencies, or instrumentalities of the United States.

"Escrow Account" shall mean the escrow account for the Site, which was established pursuant to the Consent Decree entered by the United States District Court for the Central District of California on June 27, 1997, in United States of America v. ABB Vetco Gray Inc. et al., Civ. No. CV 96-6518-KMW (JGx) "Casmalia Consent Decree"). The Escrow Account holds money collected, inter alia, from this and other settlements and enforcement activities, and which shall be used for response actions at and concerning the Site.

"Escrow Trustee" shall mean the trustee of the Escrow Account.

"Facility" shall mean the former permitted Casmalia Resources Hazardous Waste Management facility, encompassing approximately 252 acres, located approximately ten (10) miles southwest of Santa Maria and one and a half miles north of Casmalia in Santa Barbara County, California, and depicted generally on the map attached as Appendix B.

"Federal Trustees" shall mean the Departments of Interior and Commerce, on behalf of the U.S. Fish and Wildlife Service and the National Oceanic and Atmospheric Administration, respectively.

"Interest" shall mean interest at the current rate specified for interest on investments of the U.S. EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

"Natural Resources" shall have the meaning provided in Section 101(16) of CERCLA, 42 U.S.C. § 9601(16).

"Natural Resource Damages" means damages, including costs of damages assessment, recoverable under Section 107 of CERCLA, 42 U.S.C. § 9607, for injury to, destruction of, or loss of any and all Natural Resources at the Site.

"Paragraph" shall mean a portion of this Settlement Agreement, identified by an

Arabic numeral.

"Parties" shall mean the United States, on behalf of the Federal Trustees, the U.S. EPA, and the Settling Parties.

"Person" shall mean an individual, firm, corporation, association, partnership, consortium, joint venture, commercial entity, United States Government, state, municipality, commission, political subdivision of a state, or any interstate body.

"Phase 1 Work" and "Phase 2 Work" shall have the meaning assigned to them in the Casmalia Consent Decree.

"RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 et seq. (also known as the Resource Conservation and Recovery Act).

"Section" shall mean a portion of this Settlement Agreement, identified by a Roman numeral.

"Settlement Agreement" shall mean this Administrative Order on Consent and all appendices attached hereto. In the event of conflict between this Order and any Appendix, this Order shall control.

"Settling Parties" shall mean those entities listed in Appendix A.

"Site" or "Casmalia Disposal Site" shall mean shall mean the Facility, as defined herein, and the areal extent of contamination that is presently located in the vicinity of the Facility, and any related "facility" as defined in CERCLA Section 101(9), 42 U.S.C. § 9601(9), and all suitable areas in very close proximity to the contamination necessary for the implementation of the response action(s), and any areas to which such contamination migrates.

"United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

"U.S. EPA" shall mean the United States Environmental Protection Agency and any

successor departments, agencies or instrumentalities.

"U.S. EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C.

§ 9507.

IV. STATEMENT OF FACTS

6. Paragraphs 7 through 25 below contain a summary of the Site background as alleged by U.S. EPA that, for purposes of this Settlement Agreement, the Settling Parties neither admit nor deny.

7. The Site encompasses (among other areas, as defined above) the former Casmalia Resources Hazardous Waste Management Facility, an inactive commercial hazardous waste treatment, storage, and disposal facility, which accepted large volumes of hazardous substances from 1973 to 1989. Located on a 252-acre parcel in Santa Barbara County, California, the former Casmalia Resources Hazardous Waste Management Facility consists of six landfills, numerous surface impoundments, disposal trenches, injection wells, waste spreading areas and tank treatment systems.

8. The location of the Site is near the southern end of the Casmalia Hills in coastal California, approximately ten (10) miles southwest of the town of Santa Maria and one and a half miles north of the town of Casmalia. The Site is situated within the Shuman Canyon drainage sub-basin on a southern facing slope traversed by three small canyons. Casmalia Creek, about 500 feet west, is the surface water body nearest to the abandoned facility. This creek flows to the southwest to join Shuman Creek about one mile southwest of the town of Casmalia. Shuman Creek continues southward and westward, discharging eventually into the Pacific Ocean.

9. Hazardous substances within the definition of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), have been, or are threatening to be, released into the environment at

or from the Site. These hazardous substances include a wide variety of organic and inorganic compounds.

10. During the Facility's seventeen (17) years of operation, the owner(s)/operator(s) accepted approximately 5.6 billion pounds of documented liquid and solid wastes from thousands of generators, including numerous large and small private businesses and federal, state, and local governmental entities.

11. From 1980 to 1989, the facility had interim status pursuant to RCRA, 42 U.S.C. § 6925(e), by operation of law. Because of continuing deficiencies in operations, no final RCRA permit was granted. The Facility has not been closed adequately in accordance with the requirements of RCRA.

12. In late 1989, the owner(s)/operator(s) ceased accepting off-Site waste shipments to the facility and, in the early 1990s, the owner(s)/operator(s) stopped all active efforts to properly close and remediate the facility, asserting that they had insufficient monies to pay for closure or remediation.

13. The Casmalia Resources Closure/Postclosure Trust Fund is insufficient to pay for the total estimated costs of closure and post-closure activities at the Site.

14. After the facility's owner(s)/operator(s) ceased accepting off-Site waste, the owner(s)/operator(s) curtailed facility maintenance activities, and Site conditions deteriorated and became unstable.

15. As a result of the release or threatened release of hazardous substances, U.S. EPA has undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response actions in the future. In August 1992, U.S. EPA commenced a removal action under CERCLA to implement certain Site stabilization actions, prevent further deterioration of Site conditions, and control the most immediate threats. The Site continues to pose an imminent and substantial

endangerment within the meaning of Section 106 of CERCLA, 42 U.S.C. § 9606, and Section 7003 of RCRA, 42 U.S.C. § 6973.

16. In performing these response actions, U.S. EPA has incurred and will continue to incur response costs at or in connection with the Site. As of August 1, 1999, U.S. EPA had incurred at least \$19.19 million in response costs at this Site.

17. Because the owner(s)/operator(s) had failed to perform sufficient closure and remediation activities at the Site, in March 1993, U.S. EPA, under CERCLA and RCRA authorities, notified a group of approximately sixty-five (65) waste generators, representing some of the PRPs that arranged for disposal of the largest quantities of hazardous substances at the Site, of their potential liability for Site remediation. Approximately fifty-four (54) of the first sixty-five (65) notified generators formed the CSC. U.S. EPA negotiated with the CSC and other PRPs to secure implementation of response actions at or in connection with the Site.

18. On September 17, 1996, the United States filed a complaint against the CSC pursuant to Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, and Section 7003 of RCRA, 42 U.S.C. § 6973, seeking cleanup of the Site and payment of certain response costs incurred by the U.S. EPA and the United States Department of Justice ("U.S. DOJ") in connection with the Site. On this same date, the United States lodged the Casmalia Consent Decree in the Central District of California, United States District Court, resolving the claims in that complaint. On June 27, 1997, the Court entered the Casmalia Consent Decree.

19. The Casmalia Consent Decree establishes a comprehensive framework in which to address: (1) the remediation of the Site to protect public health, welfare and the environment from the release or threatened release of hazardous substances at the Site; and (2) the performance and financing of the response actions to be undertaken at the

Site. The Casmalia Consent Decree contemplates that a significant portion of the work at the Site will be paid for by funds obtained through future enforcement efforts, including, but not limited to, settlements such as this de minimis Settlement Agreement, and various enforcement and settlement efforts directed toward the prior owner(s)/operator(s) of the Site and other PRPs.

20. On November 26, 2002, the District Court for the Central District of California entered two Consent Decrees pertaining to the Site: one entered into by Casmalia Resources, Hunter Resources and the estate of Kenneth H. Hunter, Jr. (the "Hunter Parties"), who have paid \$6.957 million and agreed to transfer certain real property to an entity to be identified later by the U.S. EPA, and the other entered into by the State of California, which has paid \$15 million. Neither the Hunter Parties nor the State of California admitted liability and both Consent Decrees provide contribution protection. On June 29, 2006, U.S. EPA entered into an agreement with assorted limited partners of Kenneth H. Hunter, Jr. ("Castagnola Parties"). Under this agreement, the Castagnola Parties have paid U.S. EPA \$400,000. The Castagnola Parties did not admit liability, and the agreement provides contribution protection.

21. In October 1998, U.S. EPA began notifying de minimis PRPs of their potential liability in connection with the Site and providing settlement offers to them. An opportunity to settle has been offered to approximately 2,500 PRPs since 1999. U.S. EPA may enter into additional settlements such as this one with other de minimis PRPs in the future with respect to this Site.

22. Information currently known to U.S. EPA indicates that each Settling Party arranged for disposal or treatment at the Site, or arranged with a transporter for transport for such disposal or treatment, of hazardous substances owned or possessed by such Settling Party or by any other person or entity, or accepted a hazardous substance for

transport to, and selected, the Site.

23. Information currently known to U.S. EPA indicates that each Settling Party contributed less than 8.5 million pounds of materials containing hazardous substances to the Site, and the hazardous substances contributed by each Settling Party to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site. For the purposes of this Settlement Agreement, these Settling Parties are de minimis parties. The volume of materials attributed by U.S. EPA to each Settling Party is specified in Appendix A. Appendix C, entitled Contaminants List, provides a list of contaminants identified to date at the Site.

24. For purposes of this settlement, U.S. EPA estimates that the total response costs incurred and to be incurred at or in connection with the Site by U.S. EPA and by private PRPs are \$284 million. The payment required to be made by each Settling Party pursuant to this Settlement Agreement is a minor portion of this total amount. The required payment (for Settlement Option A or B) for each Settling Party is specified in Appendix A.

25. Information currently known to the United States indicates the presence of one or more Natural Resources at or near the Site that may have been, or which may be, injured by release(s) of hazardous substances or that may have been or which may be injured by response actions. U.S. EPA shall seek to coordinate assessments, investigations and planning with the Federal Trustees pursuant to CERCLA Section 104(b)(2), 42 U.S.C. § 9604(b)(2).

V. DETERMINATIONS

26. Based upon the Findings of Fact set forth above and on the administrative record for this Site, U.S. EPA and the Federal Trustees, have determined that:

- a. The Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

- b. Each Settling Party is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
- c. Each Settling Party is potentially liable pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is a "potentially responsible party" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
- d. There has been an actual or threatened "release" of a "hazardous substance" at the Site as those terms are defined in Section 101(22) and (14) of CERCLA, 42 U.S.C. § 9601(22) and (14).
- e. The actual or threatened release of a hazardous substance at the Site has caused or may cause the incurrence of response costs and may have injured, or may injure, Natural Resources within the meaning of Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).
- f. Prompt settlement is "practicable" and in the "public interest" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
- g. As to each Settling Party, this Settlement Agreement involves only a minor portion of the total response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
- h. The amount of material containing hazardous substances and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Settling Party is minimal in comparison to other hazardous substances at the Site as set forth in the Contaminants List attached as Appendix C, within the meaning of section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

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VI. SETTLEMENT AGREEMENT AND ORDER

27. Based upon the administrative record for the Site and the Statement of Facts and the Determinations set forth above, and in consideration of the promises and covenants set forth in this Settlement Agreement, the following is hereby AGREED AND ORDERED:

VII. SETTLEMENT OPTIONS

28. Settling Parties may choose between Settlement Options A and B as set forth in this Section and in Sections XI (Covenant Not to Sue and Reservation of Rights by U.S. EPA and Federal Trustees), and XII (Covenant by Settling Parties Not to Sue). Except where this Order specifies particular Sections or Paragraphs as pertaining to Option A or B, in which case those provisions apply only to Settling Parties that elect Option A or B, respectively, all other terms of this Order apply equally to all Settling Parties, regardless of which settlement option they choose.

29. General Description of Options

- a. As between the two settlement options, Settlement Option A is designed to provide Settling Parties with a higher degree of finality and certainty. Under Settlement Option A, the payment includes a premium of 100%, which covers, among other risks, the risk that total response costs incurred or to be incurred at or in connection with the Site by the U.S. EPA, or by any private party, will exceed the estimated total response costs upon which Settling Parties' payments are based. Pursuant to Section XI (Covenant Not to Sue and Reservation of Rights by U.S. EPA and Federal Trustees), Settling Parties that choose Settlement Option A will receive more protective covenants (including a covenant not to sue for Natural Resource Damages and Federal Trustees' response costs), and these Settlement Option A covenants have more limited reservations.

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- b. Under Settlement Option B, which offers less finality than Settlement Option A, the premium is 50%. Pursuant to Section XI (Covenant Not to Sue and Reservation of Rights by U.S. EPA and Federal Trustees), Settling Parties that choose Option B do not receive a covenant not to sue for Natural Resource Damages or Federal Trustees' response costs and risk liability for additional future payments.

30. Calculation of Payment

- a. Each Settling Party's payment is based on its share, by weight, of the total waste disposed of at the Site multiplied by the U.S. EPA's estimated total response costs incurred or to be incurred at or in connection with the Site. U.S. EPA's total estimate for response costs at the Site is \$284 million.
- b. For Settling Parties that elect Settlement Option A, the settlement payment is based on the estimated \$271,930,000 that have been or will be incurred by U.S. EPA for response actions at the Site, and by the CSC for response actions at the Site as required by the Casmalia Consent Decree, and does not include \$12 million that was, at the time U.S. EPA prepared the 1999 Cost Estimate, in the RCRA Closure and Post-Closure Trust Fund established by the former owner/operator of the Site. In addition to \$271,930,000, the amount of \$193,417 has been added for certain estimated response costs that have been, or will be, incurred by the Federal Trustees at the Site. A portion of the money paid by Settling Parties that elect Settlement Option A will be provided to the Federal Trustees to perform activities that support both the response action and the assessment of potential injuries to natural resources in accordance with CERCLA sections 104(b)(2), 107(f)(1) and 122(j)(2), 42 U.S.C. §§ 9604(b)(2), 9607(f)(1) and 9622(j)(2). The payment amounts for each Settling Party are set forth

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in Appendix A.

- c. For Settling Parties that elect Settlement Option B, U.S. EPA's cost estimate is the estimated \$271,930,000 that have been or will be incurred by U.S. EPA for response actions at the Site, and by the CSC for response actions at the Site as required by the Casmalia Consent Decree. This amount does not include \$12 million that, at the time U.S. EPA prepared the 1999 Cost Estimate, was in the RCRA Closure and Post-Closure Trust Fund established by the former owner/operator of the Site. This figure does not include an estimate for any response costs that will be incurred by the Federal Trustees.
- d. Each payment amount by Settling Parties includes a premium to cover the risks and uncertainties associated with this Settlement Agreement. The premium (100% for Settlement Option A, 50% for Settlement Option B) is applied to each Settling Party's volumetric share of all estimated "non-fixed Site response costs," but is not applied to U.S. EPA's and the CSC's calculation of "fixed Site response costs." Fixed Site response costs include \$16.38 million in Past Response Costs (as defined in the Casmalia Consent Decree) incurred by the United States between March 1, 1992, and July 22, 1997, and response costs of \$2.81 million incurred by the United States between July 23, 1997, and August 1, 1999 (the date U.S. EPA selected as the "cutoff" for the calculation of costs that have already been incurred for purposes of the cost estimate used for this Order and future enforcement efforts). Fixed Site response costs also include response costs of \$13.68 million incurred by the CSC for response actions between April 1993 and August 1998 for Phase 1 Work in accordance with the Casmalia Consent Decree. U.S. EPA's and the CSC's fixed Site response costs together total

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\$32.86 million. Under Settlement Option A or Settlement Option B, the premium is not assessed against this \$32.86 million. Under Settlement Option A or Settlement Option B, the premium is applied to U.S. EPA's and the CSC's "non-fixed" estimated Site response costs, or estimated response costs incurred and to be incurred at the Site after August 1, 1999. This amount totals \$239.07 million. Under Settlement Option A, the 100% premium is also applied to estimated non-fixed Site response costs of 193,417 incurred or to be incurred by the Federal Trustees, described in subparagraph b, above.

- e. The mathematical formula for calculating each Settling Party's payment amount under Option A is as follows:

Settling Party's <u>Waste Quantity</u>	X	Non-Fixed Site Response Costs	+	Natural Resources Trustees' Costs	X	Premium (100%)	
Total Site Waste Quantity		\$239.07		\$193,417		2.0	
5.6 Billion lbs.		Million					
			+				
					=		Payment Amount
Settling Party's <u>Waste Quantity</u>	X	Fixed Site Response Costs				[No Premium Assessed]	
Total Site Waste Quantity		\$32.86					
5.6 Billion lbs.		Million					

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f. The mathematical formula for calculating each Settling Party's payment amount under Option B is as follows:

Settling Party's <u>Waste Quantity</u>		Non-Fixed Site Response		Premium	
Total Site		Costs	X	(50%)	
Waste Quantity	X	\$239.07 Million		1.5	
5.6 Billion lbs.					
				=	Payment Amount

Settling Party's <u>Waste Quantity</u>		Fixed Site		[No Premium
Total Site	X	Response Costs		Assessed]
Waste Quantity		\$32.86 Million		
5.6 Billion lbs.				

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g. Each Settling Party's payment amount for Settlement Option A is set forth in Column A opposite that Settling Party's name on Appendix A. Each Settling Party's payment amount for Settlement Option B is set forth in Column B opposite that Settling Party's name on Appendix A.

VIII. PAYMENT

31. Signature and Payment by Settling Parties

- a. Each Settling Party has submitted to U.S. EPA a fully and properly executed original signature page for this Settlement Agreement, electing either Settlement Option A or Settlement Option B, and paid to the Escrow Account the payment specified for that Settling Party in the appropriate column (i.e., Column A for Option A, Column B for Option B) opposite that Settling Party's name in Appendix A in accordance with the instructions provided in Paragraph 32(a).

32. Payment Provisions

- a. Payment by Settling Parties. Each Settling Party made payment in full by one of the following methods:

(i) By Cashier's or Certified Check

Cashier's check or certified check, made payable to "MSSB FBO Casmalia Consent Decree" mailed to the following address:

Morgan Stanley Smith Barney
Attn: The Fisher McGlothlin Group
1111 Northshore Dr. #N-160
Knoxville, TN 37919
Re: Casmalia Custody Account

and including a completed Payment Invoice.

(ii) By Wire Transfer

Funds wired to:
Citibank, New York
ABA/Locator#: 021000089
FBO: Morgan Stanley Smith Barney LLC
A/C: 40611172

New York, NY 10004
Further Credit to: 940-112590-210
REF: Casmalia Resources Site Custodial Agreement
Payor: the name of the Settling Party exactly as it appears at the top
of the "Consent and Authorization" page.

At the time of payment, each Settling Party should submit a copy of the completed

Payment Invoice to:

Casmalia Case Team
U.S. EPA Region IX
75 Hawthorne Street (SFD-7)
San Francisco, California 94105-3901

33. Refunds from the Escrow Account. In the event that this Settlement Agreement does not become effective, then U.S. EPA shall direct the Escrow Trustee, within thirty (30) days of receipt of notice of such event from U.S. EPA, to refund the Settling Parties payment(s). Any refunds made under this Paragraph shall include the interest accrued on the payment, if any, minus a pro rata share of the costs of administering the Escrow Account to that date and taxes payable by the Escrow Trustee with respect to payments made by the Settling Parties under this Settlement Agreement.

34. Disqualification. If at any time prior to the effective date of this Settlement Agreement, U.S. EPA determines, in its sole and unreviewable discretion, that one or more of the statements of facts made in Paragraph 23 or the determinations made in Subparagraphs 26(g) or (h) no longer apply(ies) to a Settling Party, such Settling Party shall be disqualified from participation in this settlement, and the Escrow Trustee shall, within thirty (30) days of receipt of written notification by U.S. EPA of such disqualification, refund such Settling Party's payment.

IX. FAILURE BY SETTLING PARTIES TO MAKE TIMELY PAYMENTS

35. Interest on Late Payments

- a. Because all Settling Parties electing Settlement Option A have remitted payment in full as required by Paragraph 32 prior to the effective date of this Order, no Interest shall accrue on any such payment.

- b. Settling Parties electing Settlement Option B who fail to pay their share of increased costs as set forth in Paragraph 45 shall pay Interest on the unpaid balance, commencing on the date that payment is due and accruing through the date of the payment.
- c. Interest shall be paid by a separate check in the amount of the Interest owed and shall be sent simultaneously with the payment required in paragraph 45. Payment of Interest shall be made and a copy of the cashier's or certified check shall be sent as provided in paragraph 32(a) (Payment Provisions).

36. Stipulated Penalties and Disqualification

- a. In addition to the Interest required by Paragraph 35, if an Option B Settling Party fails to remit the payment required by Paragraph 45 when due, then that Option B Settling Party shall also pay stipulated penalties to U.S. EPA of \$1,000 per day for each day that the payment is late.
- b. Penalties shall begin to accrue from the day when payment by an Option B Settling Party is due pursuant to Paragraph 45 and shall continue to accrue until all payments required by this Order for that Option B Settling Party have been paid in full (e.g., when all payments, Interest, and stipulated penalties are paid in full). Penalties shall accrue regardless of whether U.S. EPA or the Escrow Trustee has notified the Option B Settling Party of a violation.
- c. Interest on penalties shall begin to accrue on the unpaid balance at the end of thirty (30) days from the date that payment was due under Paragraph 45.
- d. Stipulated penalties due to U.S. EPA shall be paid contemporaneously with

the payment of the amount required by Paragraph 45 and the Interest thereon required by Paragraph 35. However, stipulated penalties, including any Interest owed on the stipulated penalties pursuant to subparagraph c of this Paragraph, shall be paid by a separate certified or cashier's check made payable to "U.S. EPA Hazardous Substances Superfund," and shall be mailed to:

U.S. EPA - Region IX
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

All payments shall indicate that the payment is for stipulated penalties and shall reference the name and address of the Settling Party making payment and U.S. EPA Regional Site Spill ID Number 09-3H.

- e. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Order.
- f. Notwithstanding any other provision of this Section, the United States may, in its sole and unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Settlement Agreement.

37. The releases and covenants set forth in Sections XI (Covenant Not to Sue and Reservation of Rights by U.S. EPA and Federal Trustees), and XII (Covenant by Settling Parties Not to Sue) and the contribution protection set forth in Section XIII (Effect of Settlement/Contribution Protection) are conditional upon compliance with all the terms of this Settlement Agreement, including - for Settling Parties electing Settlement Option B - payment pursuant to Paragraph 45.

38. If U.S. EPA or U.S. DOJ brings an action to enforce this Settlement Agreement against Settling Party(ies), such Settling Party(ies) shall reimburse the U.S.

EPA and/or U.S. DOJ for all costs of such action, including but not limited to costs of attorney time.

39. Payments made under this Section shall be in addition to any other remedies or sanctions available to the United States by virtue of a Settling Party's failure to comply with the requirements of this Settlement Agreement, including, but not limited to, bringing an action against that Settling Party seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), for failure to make timely payment.

X. CERTIFICATION OF SETTLING PARTY

40. By signing this Settlement Agreement, each Settling Party certifies, individually, that it has no reason to disagree with U.S. EPA's determinations that such Settling Party: (a) contributed less than 8.5 million pounds of materials containing hazardous substances sent to the Site; and (b) contributed hazardous substances of minimal toxic or other hazardous effects in comparison to other hazardous substances at the Site, as set forth in the Contaminants List attached as Appendix C.

XI. COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

BY U.S. EPA AND FEDERAL TRUSTEES

41. General Reservations. The covenants by the U.S. EPA and the Federal Trustees set forth in Paragraphs 43 and 44 of this Settlement Agreement do not pertain to any matters other than those expressly specified in Paragraphs 43 and 44. The U.S. EPA and the Federal Trustees reserve, and this Settlement Agreement is without prejudice to, all rights against Settling Parties, with respect to all other matters, including but not limited to:

- a. liability for failure to meet a requirement of this Settlement Agreement;
- b. criminal liability;

- c. liability based on a Settling Party's ownership or operation of the Site, or upon the transportation, treatment, storage or disposal, or the arrangement for the transportation, treatment, storage or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Settlement Agreement;
- d. liability arising from the past, present, or future arrangement by a Settling Party, or a subsidiary or affiliated entity of that Settling Party, for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site that is both (1) not from a facility or specific location owned or operated by that Settling Party as specified in Appendix A, and (2) not included in the volume of waste attributed to that Settling Party as set forth in Appendix A; and
- e. with respect to Option B Settling Parties, claims by Federal Trustees for costs associated with response actions or Natural Resource Damages claims at the Site.

42. Reservation Concerning De Minimis Status. Notwithstanding any other provision in this Settlement Agreement, the U.S. EPA and the Federal Trustees reserve, and this Settlement Agreement is without prejudice to, the right to institute judicial or administrative proceedings against any individual Settling Party seeking to compel that Settling Party to perform response actions relating to the Site, and/or to reimburse the U.S. EPA and/or the Federal Trustees, for additional costs of response and/or Natural Resource Damages, if information not currently known to U.S. EPA is discovered that indicates such Settling Party no longer qualifies as a de minimis party at the Site because such Settling Party contributed more than 8.5 million pounds of materials containing hazardous substances to the Site, or contributed hazardous substances the toxic or hazardous effect of which are not minimal in comparison to other hazardous substances at

the Site, as set forth in the Contaminants List attached as Appendix C. For purposes of this Section only, the volume of material contributed by a Settling Party shall not include any waste sent by an entity merged into or otherwise acquired by such Settling Party after the effective date of this Settlement Agreement.

43. In consideration of the payments that have been made by Settling Parties that have elected to settle under the provisions of Settlement Option A ("Option A Settling Parties") under the terms of this Settlement Agreement, and except as specifically provided in Paragraphs 41 and 42 of this Settlement Agreement, the U.S. EPA and the Federal Trustees hereby covenant not to sue or to take administrative action against any of the Option A Settling Parties pursuant to sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, and section 7003 of RCRA, 42 U.S.C. § 6973, relating to the Site, including for recovery of Natural Resource Damages and for response costs incurred or to be incurred by the Federal Trustees. With respect to present and future liability, this covenant shall take effect upon the effective date of this Settlement Agreement as set forth in Section XVIII (Effective Date). With respect to each Option A Settling Party, individually, this covenant is conditioned upon: a) the satisfactory performance by that Option A Settling Party of all its obligations under this Settlement Agreement; and b) the veracity of any information provided to U.S. EPA by that Option A Settling Party relating to Settling Party's involvement with the Site. This covenant extends only to Option A Settling Parties and does not extend to any other person.

44. In consideration of the payments that have been and may be made by Settling Parties that have elected to settle under the provisions of Settlement Option B ("Option B Settling Parties") under the terms of this Settlement Agreement, and except as specifically provided in Paragraphs 41, 42, and 45 of this Settlement Agreement, the U.S. EPA hereby covenants not to sue or to take administrative action against any of the Option B Settling

Parties pursuant to sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, and section 7003 of RCRA, 42 U.S.C. § 6973, relating to the Site. With respect to present and future liability, this covenant shall take effect upon the effective date of this Settlement Agreement as set forth in Section XVIII (Effective Date). With respect to each Option B Settling Party, individually, this covenant is conditioned upon: a) the satisfactory performance by Option B Settling Parties of all its obligations under this Settlement Agreement, including, but not limited to, the obligation to make future payments pursuant to Paragraph 45; and b) the veracity of any information provided to U.S. EPA by that Option B Settling Party relating to that Option B Settling Party's involvement with the Site. This covenant extends only to Option B Settling Parties and does not extend to any other person.

45. Reservation for Increased Costs of Response Actions

- a. An estimate of the total cost of response actions at the Site has been developed for this and future de minimis settlements, enforcement activities, and other purposes ("1999 Cost Estimate"). The 1999 Cost Estimate (which does not include response costs to be incurred by the Federal Trustees) is \$284 million, which includes \$12 million that was, at the time of the 1999 Cost Estimate, in the RCRA Closure and Post-Closure Trust Fund established by the former owner/operator of the Site.
- b. Option B Settling Parties shall be liable for, and in its unreviewable discretion U.S. EPA may seek to have Option B Settling Parties pay, their volumetric share of any increase in response costs if:
 - (i) after the final Record of Decision ("ROD") for the Site has been issued and prior to certification of completion of the Phase 2 Work, U.S. EPA has revised or approved the revision of, or the Court has

approved a revision of, the cost estimate for all response actions taken or to be taken at the Site ("Post-ROD Cost Estimate"); and

(ii) the estimated total Site Response Costs have increased from the 1999 Cost Estimate of \$284 million; and

(iii) based on actual expenditures at the Site and expenditures reasonably anticipated in accordance with the ROD, any other response action decision documents, and the revised cost estimate, U.S. EPA, in its unreviewable discretion, determines that the funds in the Escrow Account that are available for Phase 2 Work pursuant to the Casmalia Consent Decree will not be sufficient to pay for costs associated with performance of the Phase 2 Work or not be sufficient to allow timely continuation of such work.

- c. In addition, Option B Settling Parties shall be liable for, and in its unreviewable discretion U.S. EPA may seek to have Option B Settling Parties pay, their volumetric share of any increase in response costs if:
- (i) upon certification of completion of Phase 2 Work, U.S. EPA has revised, or approved the revision of, the cost estimate for all response actions taken or to be taken at the Site ("Post-Phase 2 Cost Estimate"); and
- (ii) the Post-Phase 2 Cost Estimate has increased from either the 1999 Cost Estimate or the Post-ROD Cost Estimate, whichever is greater.
- d. If U.S. EPA determines, in its unreviewable discretion, that it will require payment of amounts derived pursuant to subparagraphs b or c, above, it shall compile an administrative record to support the revised cost estimate.

The record shall include, but not be limited to, any Engineering Evaluation/Cost Analysis, Remedial Investigation/Feasibility Study, ROD, or any other response action decision documents, standard cost documentation for response costs incurred by the United States and a summary of response costs incurred by the CSC. The administrative record shall be made available to the public at U.S. EPA Region 9, Superfund Records Center, 95 Hawthorne Street, San Francisco, California 94105-3901.

- e. After compilation of the administrative record, U.S. EPA will send a notice to all Option B Settling Parties, which shall i) include the Post-ROD Cost Estimate or Post-Phase 2 Cost Estimate, as applicable, and a brief summary describing and supporting the cost estimate, ii) state the availability of the administrative record for review, and iii) notify each Settling Party of the amount it will be required to pay (i.e., its volumetric share of the increased cost).
- f. U.S. EPA shall have three years from the date of certification of completion of the Phase 2 Work to send the notice described in subparagraph e, above, relating to an increase in the Post-ROD Cost Estimate described in subparagraph b, above, or an increase in the Post-Phase 2 Cost Estimate described in subparagraph c, above.
- g. Option B Settling Parties shall have thirty (30) days from the date of the notice described in subparagraph e, above, to submit comments to U.S. EPA concerning the Post-ROD Cost Estimate or the Post-Phase 2 Cost Estimate, as applicable, and/or the administrative record in support of the cost estimate. Comments shall be submitted to: Casmalia Case Team (SFD-7), 75 Hawthorne Street, San Francisco, California 94105-3901. U.S. EPA

shall prepare a response to significant comments, and shall place the comments and its response in the Superfund Records Center at the address listed in subparagraph d, above. U.S. EPA shall send to the Option B Settling Parties a notice containing the response to comments, and any resulting revision to the cost estimate and corresponding adjustment to each Option B Settling Party's required payment amount. If no comments were received, U.S. EPA shall notify the Option B Settling Parties that the prior Post-ROD Cost Estimate or Post-Phase 2 Cost Estimate, as applicable, of which the Option B Settling Parties received notice pursuant to subparagraph e, above, has become final, and shall make a demand for payment to each Option B Settling Party of the amount set forth in such notice.

- h. After U.S. EPA has responded to any comments, U.S. EPA's Post-ROD Cost Estimate or Post-Phase 2 Cost Estimate, as applicable, revised if necessary pursuant to subparagraph g, above, shall be considered final, unless within fourteen (14) days of receipt of the response to comments, the Option B Settling Parties appoint a delegation (consisting of no more than ten (10) persons) to request a meeting with the U.S. EPA Region 9 Superfund Division Director. The appointed delegation may not raise to the Division Director any issues that had not previously been raised by the written comments. (If U.S. EPA received no comments on the initial Post-ROD or Post-Phase 2 Cost Estimate, there shall be no appeal to the Division Director.) Further, the Option B Settling Parties shall not challenge any fixed Site response costs included in the 1999 Cost Estimate, and described in Paragraph 30, above.

- i. If no meeting with the Division Director was requested pursuant to

subparagraph h, above, U.S. EPA shall notify the Option B Settling Party that the prior Post-ROD or Post-Phase 2 Cost Estimate, revised (if necessary) pursuant to subparagraph g, above, has become final, and shall make a demand to each Option B Settling Party for payment of the amount set forth in the notice sent to each Option B Settling Party pursuant to subparagraph g, above.

- j. If a meeting with the Division Director is held, the Division Director shall review the administrative record supporting the cost estimate (including the comments and responses thereto). The Division Director shall resolve the dispute(s) consistent with the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300 ("NCP") and the terms of this Order and will issue a final written administrative decision. Such decision shall be final and shall not be subject to judicial review. U.S. EPA shall send the Option B Settling Parties the Division Director's written decision, any necessary revision to the Post-ROD or Post-Phase 2 Cost Estimate, as applicable, any corresponding adjustment to each Option B Settling Party's required payment amount, and a demand for payment of such amount.

- k. Option B Settling Parties' Manner of Payment and Failure to Make Timely Payment

(i) Option B Settling Parties shall make any additional payment(s) within thirty (30) days of receipt of U.S. EPA's demand for such payment under subparagraphs g, i or j, above. Payment, and notice of such payment, shall be made in the manner set forth in Paragraph 32(a).

(ii) If an Option B Settling Party fails to remit any payment(s) required by subparagraph k(i), above, when due, then that Option B Settling Party shall pay Interest on the unpaid balance in accordance with Paragraph 35. Payment of such Interest shall be made in accordance with Paragraphs 32(a) and 35.

(iii) In addition to Interest, such Option B Settling Party shall pay stipulated penalties to U.S. EPA of \$1000 per day for each day that the payment is late. Penalties and Interest on such penalties shall accrue and shall be paid as set forth in Paragraph 35.

(iv) Each Option B Settling Party hereby agrees that the running of the limitations periods in all statutes of limitations applicable to any rights, claims, causes of action, counterclaims, cross claims, and defenses regarding, based upon, or arising out of disposal of hazardous substances at the Site that either U.S. EPA or the CSC could assert against such Option B Settling Party shall be suspended for a period commencing on the Effective Date of this Settlement Agreement and terminating eighteen (18) months after the latest date upon which final payment would be due upon a demand made under subparagraph c, above, or three years after the certification of completion of Phase 2 Work if no demand has been made under subparagraph c, above.

(v) If U.S. EPA or U.S. DOJ brings an action to enforce this Settlement Agreement against any Option B Settling Party, such Option B Settling Party shall reimburse U.S. EPA and/or U.S. DOJ for all costs of such action, including but not limited to costs of

attorney time.

(vi) Payments made under this subparagraph shall be in addition to any other remedies or sanctions available to the United States by virtue of Option B Settling Parties' failure to comply with the requirements of this Settlement Agreement.

- I. Duty to Inform U.S. EPA of Changes in Address or Legal Status. Until eighteen (18) months after the latest date upon which final payment would be due upon a demand made under subparagraph c, above, or three years after the certification of completion of Phase 2 Work if no demand has been made under subparagraph c, above, each Option B Settling Party shall notify the Casmalia Case Team of any change in address, ownership, political configuration, or corporate or other legal status. Such notice shall be sent to the Casmalia Case Team address provided in Paragraph 32(a), above.

XII. COVENANT BY SETTLING PARTIES NOT TO SUE

46. Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site or this Settlement Agreement including, but not limited to:

- a. any direct or indirect claim for reimbursement from U.S. EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claims arising out of response activities at the Site; and
- c. any claim pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.
- d. any claim pursuant to section 7002 of RCRA, 42 U.S.C. §§ 6972, or any

other comparable California laws, relating to the Site; and

- e. any claim asserting a "takings" or similar claim.

Except as provided in Paragraph 48 and Paragraph 50, these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section XI (Covenant Not to Sue and Reservation of Rights by U.S. EPA and Federal Trustees, other than in Paragraph 41 (a) or (b), but only to the extent that Settling Parties' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

47. Nothing in this Settlement Agreement shall be deemed to constitute preauthorization or approval of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

48. Settling Parties agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Section 107(a) or 113 of CERCLA) that they may have for all matters relating to the Site against each other or any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person if such person asserts or has asserted a claim or cause of action relating to the Site against such Settling Party.

XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

49. Except as provided in Paragraph 48, nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not one of the Parties to this Settlement Agreement. Except as provided in paragraph 48, each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands and causes of

action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. §9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

50. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, Natural Resource Damages, recovery of response costs, or other relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Paragraphs 43 and 44.

51. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of §§ 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), and that each Settling Party is entitled, as of the Effective Date of this Settlement Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2), and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2), and 9622(g)(5), or as may be otherwise provided by law, for "matters addressed" in this Settlement Agreement.

- a. For Option A Settling Parties, the "matters addressed" in this Settlement Agreement are all response actions taken by the U.S. EPA and the Federal Trustees and by private parties, and all response costs incurred and to be incurred by the U.S. EPA and the Federal Trustees and by private parties, at

or in connection with the Site and Natural Resource Damages at or relating to the Site; provided, however, that for Option A Settling Parties, the "matters addressed" in this Settlement Agreement do not include those response costs or response actions as to which the U.S. EPA and/or the Federal Trustees have reserved their rights under this Settlement Agreement (except for claims for failure to comply with this Order), in the event that the U.S. EPA or the Federal Trustees assert rights against Settling Parties coming within the scope of such reservations.

- b. For Option B Settling Parties, the "matters addressed" in this Settlement Agreement are all response actions taken by the U.S. EPA and by private parties, and all response costs incurred and to be incurred by the U.S. EPA and by private parties, at or in connection with the Site; provided, however, that for Option B Settling Parties, the "matters addressed" in this Settlement Agreement do not include those response costs or response actions as to which the U.S. EPA and the Federal Trustees have reserved their rights under this Settlement Agreement (except for claims for failure to comply with this Order), in the event that the U.S. EPA or the Federal Trustees assert rights against Settling Parties coming within the scope of such reservations. In addition, for Option B Settling Parties, the "matters addressed" in this Settlement Agreement do not include Natural Resource Damages.

52. Each Settling Party shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify U.S. EPA in writing at the following address no later than sixty (60) days prior to the initiation of such suit or claim:

Chief, Hazardous Waste Branch
Office of Regional Counsel
U.S. Environmental Protection Agency

75 Hawthorne Street (ORC-3)
San Francisco, CA 94105-3901

Each Settling Party shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify U.S. EPA in writing within 10 days of service of the complaint or claim upon such Settling Party. In addition, each Settling Party shall notify U.S. EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

XIV. PARTIES BOUND

53. This Settlement Agreement shall apply to and be binding upon U.S. EPA, the Federal Trustees, and upon Settling Parties and their heirs, successors and assigns. Any change in ownership, political configuration, or corporate or other legal status of a Settling Party, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Party's responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the Party represented by him or her.

XV. INTEGRATION/APPENDICES

54. This Settlement Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement terms other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement:

"Appendix A" is the list of Settling Parties and their waste volumes and settlement payment amounts.

"Appendix B" is a map of the Site.

"Appendix C" is a list of contaminants identified to date at the Site.

XVI. PUBLIC COMMENT

55. This Settlement Agreement shall be subject to a public comment period of not less than thirty (30) days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i), and Section 7003 of RCRA, 42 U.S.C. § 6973, including, if requested, a public hearing in the affected area, in accordance with Section 7003(d) of RCRA, 42 U.S.C. § 6973(d).

56. In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), U.S. EPA or the Federal Trustees may withdraw or modify consent to this Settlement Agreement if comments received disclose facts or considerations that indicate that this Settlement Agreement is inappropriate, improper or inadequate.

XVII. ATTORNEY GENERAL APPROVAL

57. The Attorney General or her designee has approved the settlement embodied in this Settlement Agreement in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

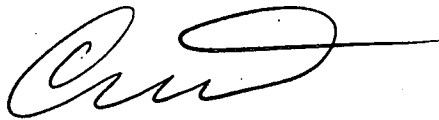
XVIII. EFFECTIVE DATE

58. The effective date of this Settlement Agreement shall be the date upon which U.S. EPA issues written notice to Settling Parties that public comment period pursuant to Paragraph XVI of this Settlement Agreement has closed and that comments received, if any, do not require modification of or withdrawal from this Settlement Agreement by U.S. EPA or the Federal Trustees.

IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency

By:



Enrique Manzanilla
Director
Superfund Division
EPA Region IX

United States, on behalf of the Federal Trustees

By:

Ellen M. Mahan
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

United States, on behalf of the Federal Trustees

By:



Ellen M. Mahan
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

Appendix A (Revised 03-21-2016)
Summary of De Minimis Settlement Amounts
Respondents

Settling Party	Facility Data				Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.			
3M/McGhan Medical Corporation							
	McGhan Medical	700 Ward Dr	Santa Barbara	CA	335,400	\$30,628	
			TOTAL:		335,400	\$30,628	
A&E Products Group Inc.							
	A&E Products	2400 S Garnsey	Santa Ana	CA	103,284	\$9,432	
			TOTAL:		103,284	\$9,432	
Aberdeen American Petroleum Co							
	Aberdeen American Petroleum Co.	2977 Sexton/Saticoy-Lloyd Butler	Ventura	CA	32,360	\$2,955	
			TOTAL:		32,360	\$2,955	
Advance Packaging Systems/Interamics							
	Advance Packaging Systems/Interamics	11391 Sorrento Valley Rd	San Diego	CA	36,226	\$3,308	
			TOTAL:		36,226	\$3,308	
AGL Resources, Inc. and its susidiaries							
	Acadia Navigator	Port Hueneme Dock #2	Pt. Hueneme	CA	8,080	\$738	
	Acadian Offshore Service	Port Hueneme Dock #1	Port Hueneme	CA	87,500	\$7,990	
	Acadian Sailor	419 Rue Decator St	North Los Angel	CA	24,280	\$2,217	
	Nicor Marine	419 Rue De Chtuer	New Orleans	LA	14,220	\$1,299	
			TOTAL:		134,080	\$12,244	
AHMC Healthcare, Inc.							
	City of Alhambra - Alhambra Community H	100 S Raymond Ave	Alhambra	CA	914	\$83	
	City of Anaheim - Anaheim Memorial Hosp	1111 W La Palma Ave	Anaheim	CA	490	\$45	
	City of Whittier - Whittier Hospital Medical	15151 E Tanine Dr	Whittier	CA	310	\$28	
	Garfield Medical Center	525 Garfield	Monterey Park	CA	22,910	\$2,092	
	Whittier Hospital	1515 Janine	Whittier	CA	188	\$17	
			TOTAL:		24,812	\$2,265	
Alhambra Unified School District							
	City of Alameda - Alameda Unified School	220 Central Ave	Alameda	CA	3,657	\$334	
	City of Alhambra - Alhambra Unified Schoo	608 S Palm Ave	Alhambra	CA	4,418	\$403	
	City of Alhambra - Alhambra Unified Schoo	501 E Hellman Ave	Alhambra	CA	36,693	\$3,351	
	City of Alhmabra - Alhambra High School	1015 2nd St	Alhambra	CA	220	\$20	
			TOTAL:		44,988	\$4,108	
Amvac Chemical Corporation							
	Amvac Chemical Corporation	4100 E Washington Blvd	Los Angeles	CA	24,380	\$2,226	
	Captive Air	2909 Thornton Ave	Burbank	CA	9,110	\$832	
			TOTAL:		33,490	\$3,058	
Apache Nitrogen Products Inc.							
	Apache Powder Co.	Apache Powder Rd	Benson	AZ	41,008	\$3,745	
			TOTAL:		41,008	\$3,745	
Applied Graphics Technologies							
	Gore Graphics	340 N Madison Ave	Los Angeles	CA	47,063	\$4,298	
			TOTAL:		47,063	\$4,298	
AVX Corporation							
	AVX Corporation	7D Leigh Fisher	El Paso	TX	23,501	\$2,146	
			TOTAL:		23,501	\$2,146	
B.M.W. of San Diego							
	BMW of San Diego	5050 Kerney Mesa	San Diego	CA	26,020	\$2,376	
			TOTAL:		26,020	\$2,376	

Appendix A (Revised 03-21-2016)
Summary of De Minimis Settlement Amounts
Respondents

Settling Party	Facility Data				Qty. (lbs.)	Settlement Option A-	Settlement Option B
	Name	Address	City	St.			
Barclays American Business Credit							
	Barclays American Business Cr.	18321 Ventura Blvd	Tarzana	CA	16,860	\$1,540	
	Tanner Elect./Barclays Amer. Business Cr	18321 Ventura Blvd	Tarzana	CA	6,548	\$598	
			TOTAL:		23,408	\$2,138	
Bayer							
	Cutter Laboratories Inc.	1630 Industrial Park St	Covina	CA	4,855	\$443	
	Cutter Laboratories Inc.	4th & Parker Sts	Berkeley	CA	42,553	\$3,886	
	Cutter Laboratories Inc.	?	Emeryville	CA			
	Cutter Laboratories Inc.	4th & Parker Sts	Berkeley	CA	1,434	\$131	
	Mobay Chemical	20455 Reeves	Carson	CA	6,347	\$580	
	Winthrop Pharmaceuticals	3100-7 Harvard St	Santa Ana	CA	898	\$82	
			TOTAL:		56,087	\$5,122	
Benge Trumpet Co							
	Benje Trumpet Co.	1640 S Sinclair	Anaheim	CA	23,587	\$2,154	
			TOTAL:		23,587	\$2,154	
BGN Fremont Square, Ltd							
	BGN Fremont Square, Ltd.	15741 S Woodruff Ave	Bellflower	CA	27,320	\$2,495	
			TOTAL:		27,320	\$2,495	
BHP - Billiton Petroleum							
	Magma Copper Co.	P O Box M	San Manuel	AZ	5,892	\$538	
	Utah International Inc.	1190 Bordeaux Dr	Sunnyvale	CA	22,272	\$2,034	
			TOTAL:		28,164	\$2,572	
Broadway So Calif Crenshaw Shopping							
	Broadway So. Calif. Crenshaw Shopping	4101 Crenshaw Blvd	Los Angeles	CA	25,996	\$2,374	
			TOTAL:		25,996	\$2,374	
Bulk Transportation Inc.							
	Bulk Transportation	3032 South El Dorado	Stockton	CA	880,550		\$61,554
	Bulk Transportation	415 lemon Ave			23,260		\$1,626
	Bulk Transportation	P.O. Box 390			40,680		\$2,844
	DTI	1628 Sportsman Dr	Compton	CA	20,620		\$1,441
			TOTAL:		965,110		\$67,465
Burbank Plating Service Corporation							
	Burbank Plating Service Corporation	13561 Desmond St	Pacoima	CA	21,500	\$1,963	
			TOTAL:		21,500	\$1,963	
Burlington Engineering							
	Burlington Engineering	307 N Euclid Way F2	Anaheim	CA	22,840	\$2,086	
			TOTAL:		22,840	\$2,086	
Canon							
	Canon	4000 Burton Dr	Santa Clara	CA	3,955	\$361	
	Canon Business Machines	3191 Red Hill Ave	Costa Mesa	CA	24,860	\$2,270	
			TOTAL:		28,815	\$2,631	
Carmen Plaza Car Wash							
	Carmen Plaza Car Wash	1480 Daily Dr	Camarillo	CA	24,711	\$2,257	
			TOTAL:		24,711	\$2,257	
Casitas Municipal Water District							
	City of Oakview - Casitas Municipal Water	1055 Ventura Ave	Oakview	CA	28,511	\$2,604	
			TOTAL:		28,511	\$2,604	

Appendix A (Revised 03-21-2016)
Summary of De Minimis Settlement Amounts
Respondents

Facility Data						Settlement Option A	Settlement Option B
Settling Party	Name	Address	City	St.	Qty. (lbs.)		
Central Coast Analytical Services							
	Central Coast Analytical Services	141 Suburban Rd Ste C-4	San Luis Osbisp	CA	26,409	\$2,412	
	Central Coast Analytical Services	6483-D Calle Real	Goleta	CA	10,507	\$959	
			TOTAL:		36,916	\$3,371	
Certified Freight Lines							
	Certified Freight Lines	P O Box 455	Arroyo Grande	CA	36,440	\$3,328	
			TOTAL:		36,440	\$3,328	
City of Benicia							
	City of Benicia	5 St	Benicia	CA	19,540	\$1,784	
	City of Benicia	614 E 5th St	Benicia	CA	18,060	\$1,649	
	City of Benicia - Police Dept.	200 East L St	Benicia	CA	969	\$88	
			TOTAL:		38,569	\$3,521	
City of El Monte							
	City of El Monte	11333 E Valley Blvd	El Monte	CA	12,460	\$1,138	
	City of El Monte - Police Dept.	11323 Valley Blvd	El Monte	CA	9,389	\$857	
			TOTAL:		21,849	\$1,995	
City of Escondido							
	City of Escondido	201 Broadway		CA	1,068,900		\$74,721
			TOTAL:		1,068,900		\$74,721
City of Piedmont							
	City of Piedmont	898 Red Rock Rd	Piedmont	CA	16,779	\$1,532	
	City of Piedmont	120 Vista Ave	Piedmont	CA	6,029	\$551	
			TOTAL:		22,808	\$2,083	
City of West Covina							
	City of West Covina	825 S Sunset	West Covina	CA	24,567	\$2,243	
	City of West Covina - Police Dept.	1444 W Garvey	West Covina	CA	1,709	\$156	
			TOTAL:		26,276	\$2,399	
Consolidated Oil & Gas							
	R L Burns	Orcutt	Orcutt	CA	28,023	\$2,559	
	R L Burns	Union Cox Fee #1			73,560	\$6,717	
	R L Burns	Union Cox Fee #1			302,994	\$27,669	
	R L Burns	Union Cox #1 Baker TK			45,536	\$4,158	
	R L Burns	Union Cox #1			91,074	\$8,317	
	R L Burns	Union Cox Fee #1			42,034	\$3,839	
	R L Burns	Union Cox #1			84,068	\$7,677	
	R L Burns	Union Cox #1			35,028	\$3,199	
	R L Burns	Union Cox #1			17,514	\$1,599	
	R L Burns	Bundly Rd			49,040	\$4,478	
	R L Burns	Union Cox #1			42,034	\$3,839	
	R L Burns	union #1			42,034	\$3,839	
			TOTAL:		852,939	\$77,890	

Appendix A (Revised 03-21-2016)
Summary of De Minimis Settlement Amounts
Respondents

Settling Party	Facility Data				Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.			
Cooper Companies, Inc.	Cooper Biomedical Inc.	7272 Chapman Ave	Garden Grove	CA	2,040	\$186	
	Cooper Biomedical Inc.	780 Flower St	Glendale	CA	2,320	\$212	
	Cooper Laser Sonics Inc.	928 E Meadow Dr	Palo Alto	CA	6,732	\$615	
	Cooper Laser Sonics Inc.	177 N Wolfe Rd	Sunnyvale	CA	9,821	\$897	
	Cooper Laser Sonics Inc.	3420 Central Expressway	Santa Clara	CA	13,527	\$1,235	
	Cooper Laser Sonics Inc.	48503 Milmont Dr	Fremont	CA	1,327	\$121	
	Cooper Vision Inc.	55 W Trimble	San Jose	CA	4,669	\$426	
	Cooper Vision Inc.	455 E Middlefield Rd	Mountain View	CA	48,341	\$4,414	
	Cooper Vision Inc.	2801 Orchard Parkway	San Jose	CA	6,037	\$551	
	Cooper Vision Inc.	2610 Orchard Parkway	San Jose	CA	4,493	\$410	
	Cooper Vision Inc.	1902 McGaw	Irvine	CA	620	\$57	
	Cooper Vision Inc.	17701 Cowan	Irvine	CA	5,022	\$459	
	Meda Sonics	82 Pioneer Way	Mountain View	CA	59	\$5	
	TOTAL:				105,008	\$9,588	
County of Napa	County of Napa - Dept. of Agriculture	1436 Polk St	Napa	CA	2,733	\$250	
	County of Napa - Dept. of Health Services	1195 Third St Room 205	Napa	CA	769	\$70	
	County of Napa - Dept. of Health Services	1195 Third St	Napa	CA	14,536	\$1,327	
	County of Napa - Special Investigation Uni	1125 3rd St	Napa	CA	3,976	\$363	
	TOTAL:				22,014	\$2,010	
County of Solano	County of Solano - Agriculture	2000 W Texas	Fairfield	CA	721	\$66	
	County of Solano - Environmental Manage	601 Texas St	Fairfield	CA	160	\$15	
	County of Solano - Sheriff Department	500 Texas St	Fairfield	CA	37,273	\$3,404	
	TOTAL:				38,154	\$3,485	
County of Stanislaus	County of Stanislaus - Cooperative Extensi	733 County Center III Ct	Modesto	CA	33	\$3	
	County of Stanislaus - Dept. of Roads and	1716 Morgan Rd	Modesto	CA	17,451	\$1,594	
	County of Stanislaus - Drug Enforcement	P O Box 3484	Modesto	CA	5,191	\$474	
	County of Stanislaus Dept. of Agriculture	301 S First St	Patterson	CA	3,606	\$329	
	TOTAL:				26,281	\$2,400	
Creative Press	Creative Press	1600 E Ball Rd	Anaheim	CA	32,301	\$2,950	
	TOTAL:				32,301	\$2,950	
Danco Anodizing, Inc.	Danco Metal Surfacing	401 W Rowland	Santa Ana	CA	36,340	\$3,319	
	TOTAL:				36,340	\$3,319	
Data General Corp	Data General Corp.	433 N Mathilda Ave	Sunnyvale	CA	37,106	\$3,388	
	TOTAL:				37,106	\$3,388	
Davlin Paint Company Inc.	Davlin Paint Company Inc.	700 Allston Way	Berkeley	CA	38,700	\$3,534	
	TOTAL:				38,700	\$3,534	
Deep Water Oil and Gas Corp	Deep Water Oil and Gas Corp.	9595 Wilshire Blvd	Beverly Hills	CA	33,800	\$3,087	
	TOTAL:				33,800	\$3,087	

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Settling Party	Facility Data					Qty. (lbs.)	Settlement Option A	Settlement Option B	
	Name	Address	City	St.					
Dignity Health	City of Arroyo Grande - Arroyo Grande Co	345 S Halcyon Rd	Arroyo Grande	CA	465		\$42		
	City of Bakersfield - Mercy Hospital	2215 Truxtun Ave	Bakersfield	CA	2,191		\$200		
	City of Carmichael - Mercy San Juan Hosp	6501 Coyle Ave			5,700		\$521		
	City of Gardena - Memorial Hospital of Gar	1145 W Redondo Beach Blvd	Gardena	CA	285		\$26		
	City of Glendale - Glendale Memorial Hos	1420 S Central Ave	Glendale	CA	735		\$67		
	City of Northridge - Northridge Hospital	18300 Roscoe Blvd	Northridge	CA	1,043		\$95		
	City of Oxnard - St. John Regional Medical	333 North F St	Oxnard	CA	5,818		\$531		
	City of Santa Cruz - Dominican Hospital	1555 Soquel Dr	Santa Cruz	CA	3,649		\$333		
	City of Santa Cruz - Santa Cruz Communit	610 Frederick St	Santa Cruz	CA	8,710		\$795		
	City of Stockton - St. Joseph's Hospital	1800 N California St	Stockton	CA	1,678		\$153		
	City of Woodland - Woodland Hospital	1325 Cottenwood	Woodland	CA	362		\$33		
	French Hospital	4131 Geary St	San Francisco	CA	386		\$35		
	French Hospital Medical Center	4131 Geary St	San Francisco	CA	1,750		\$160		
	St. Francis Memorial Hospital	900 Hyde St	San Francisco	CA	605		\$55		
	St. Marys Hospital	1900 Sullivan Ave	Daly City	CA	1,853		\$169		
	St. Marys Hospital	450 Stanyan St	San Francisco	CA	367		\$34		
	TOTAL:					35,597		\$3,249	
Dole Food Co	Dole Dried Fruits & Nuts	P O Box 81926	Bakersfield	CA	1,065		\$97		
	Dole Hawaii	650 Iwilei St	Honolulu	HI	53,754		\$4,909		
	Dole Packaged Foods	2102 Commerce Dr	San Jose	CA	242		\$22		
	TOTAL:					55,061		\$5,028	
Dura Tech Processes, Inc:	Dura-Tech	1410B N Manzanita	Orange	CA	358,774		\$32,763		
	Dura-Tech Processes, Inc.	2430 Cypress Way	Fullerton	CA	122,845		\$11,218		
	TOTAL:					481,619		\$43,981	
E.W. Scripps Company, as successor to News Chronicle	News Chronicle	2595 Thousand Oaks Blvd	Thousand Oaks	CA	36,574		\$3,340		
	TOTAL:					36,574		\$3,340	
	TOTAL:								
EKC Technology Inc.	E K C Technology Inc.	1739 Sabre St	Hayward	CA	23,625		\$2,157		
	EKC Technology Inc.	1739 Sabre St	Hayward	CA	780		\$71		
	TOTAL:					24,405		\$2,228	
El Dorado Newspapers dba McClatchy Printing Co.	McClatchy Printing Co.	1321 Railroad Ave	Clovis	CA	22,442		\$2,049		
	TOTAL:					22,442		\$2,049	
	TOTAL:								
ENGs Motor Truck Co	ENGs Motor Truck Co	14490 Slover Ave	Fontana	CA	9,220		\$842		
	Engs Motor Truck Co.	8830 E Slauson	Pico Rivera	CA	20,081		\$1,834		
	TOTAL:					29,301		\$2,676	
Ennis Business Forms	Ennis Business Forms	298 Sherwood Rd	Paso Robles	CA	23,480		\$2,144		
	TOTAL:					23,480		\$2,144	
	TOTAL:								
Excellon Automation	Excellon Automation	23915 Garner St	Torrance	CA	34,366		\$3,138		
	TOTAL:					34,366		\$3,138	
	TOTAL:								
Farrar Grinding	Farrah Grinding	347 E Beach	Inglewood	CA	37,990		\$3,469		
	TOTAL:					37,990		\$3,469	
	TOTAL:								

Appendix A (Revised 03-21-2016)
Summary of De Minimis Settlement Amounts
Respondents

Settling Party	Facility Data					Settlement Option A	Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)		
Federal Envelope Company							
	Federal Envelope	13341 Cambridge	Santa Fe Spring	CA	144,056	\$13,155	
			TOTAL:		144,056	\$13,155	
Foster Lumber Co							
	Foster Lumber Co.	3280 Sonoma Blvd	Vallejo	CA	45,020	\$4,111	
			TOTAL:		45,020	\$4,111	
Fujitsu							
	Amdahl	2500 Walnut			707	\$65	
	Amdahl Corporaton	1250 Arques Ave m/s 198	Sunnyvale	CA	21,995	\$2,009	
	Fujitsu	3190 Miraloma Ave	Anaheim	CA	1,642	\$150	
	Fujitsu	12911 Simms	Hawthorne	CA	4,929	\$450	
	Fujitsu	3055 Orchard Dr	San Jose	CA	291	\$27	
	Fujitsu Microelectronics	4181 Ruffin Rd	San Diego	CA	31,487	\$2,875	
			TOTAL:		61,051	\$5,576	
Gardena Specialized							
	Gardena Specialized	16520 S Figueroa	Gardena	CA	27,394	\$2,502	
			TOTAL:		27,394	\$2,502	
Genstar Roofing Products Company							
	Genstar Roofing Products Co.	110 Waterfront Rd	Martinez	CA	53,740	\$4,907	
			TOTAL:		53,740	\$4,907	
GEO Western Drilling Fluids							
	GEO Western Drilling Fluids	P O Box 1478	Bakersfield	CA	26,840	\$2,451	
			TOTAL:		26,840	\$2,451	
Gooch & Housego PLC							
	Crystal Technology Inc.	1051 E Meadow Circle	Palo Alto	CA	24,241	\$2,214	
			TOTAL:		24,241	\$2,214	
Gorham Manufacturing Company							
	Gorham Bronze	P O Box 1230	City of Industry	CA	351,120	\$32,064	
			TOTAL:		351,120	\$32,064	
Granitize Products, Inc.							
	Granitize Products, Inc.	11022 Vulcan St	South Gate	CA	22,640	\$2,067	
			TOTAL:		22,640	\$2,067	
GVD Commercial Properties, Inc.							
	City of South Gate - South Gate Redevelo	8650 California Ave	Southgate	CA	2,153,069	\$196,616	
			TOTAL:		2,153,069	\$196,616	
H Koch & Sons Div							
	H. Koch & Sons Div.	5410 E La Palma Ave	Anaheim	CA	41,607	\$3,800	
	Remec Components	9404 Chesapeake Dr	San Diego	CA	13,872	\$1,267	
			TOTAL:		55,479	\$5,067	
Handy & Harman Electronic Materials Corp							
	Handy & Harmon Electronic Materials Cor	2113 E Mohave St	Phoenix	AZ	2,029	\$185	
	Handy & Harmon Electronic Materials Cor	1849 Business Circle Dr	Duarte	CA	12,860	\$1,174	
	Handy & Harmon Electronic Materials Cor	4140 Gibson Rd	El Monte	CA	60,330	\$5,509	
			TOTAL:		75,219	\$6,868	

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Respondents

Settling Party	Facility Data					Settlement Option A	Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)		
Helix Water District	Helix Water District/City of El Cajon	1100 Wagner Dr	El Cajon	CA	1,761	\$161	
	Helix Water District/City of La Mesa	8111 University Ave	La Mesa	CA	37,520	\$3,426	
			TOTAL:		39,281	\$3,587	
Henry Soss & Co	Henry Soss & Co.	5736 W 96th St	Los Angeles	CA	43,127	\$3,938	
			TOTAL:		43,127	\$3,938	
Hordis Brothers Inc.	Hordis Brothers Inc.	22411 S Bonita	Carson	CA	78,260	\$7,147	
			TOTAL:		78,260	\$7,147	
Hycor Biomedical Inc.	Hycor Biomedical Inc	7272 Chapman Ave	Garden Grove	CA	7,102	\$649	
	ICL Scientific	18300 Mt Baldy Circle	Fountain Valley	CA	17,049	\$1,557	
			TOTAL:		24,151	\$2,206	
Immunetech Pharmaceuticals, Inc.	Liposome Tech	1050 Hamilton Ct	Menlo Park	CA	3,959	\$362	
			TOTAL:		3,959	\$362	
Inamed Corporation	Allergan Humphrey	3081 Teagarden St	San Leandro	CA	768	\$70	
	Collagen Corp.	2455 Faber Pl	Palo Alto	CA	15,196	\$1,388	
	Cox-Uphoff International	126 W Santa Barbara	Santa Paula	CA	6,060	\$553	
	Cox-Uphoff International	St Louis CA			4,260	\$389	
	Cox-Uphoff International	725 E Yanonali St	Santa Barbara	CA	34,340	\$3,136	
	Humphrey Instruments	3081 Teagarden St	San Leandro	CA	313	\$29	
	Humphrey Instruments	2700 Teagarden St	San Leandro	CA	1,347	\$123	
			TOTAL:		62,284	\$5,688	
Industrial Process & Chemical Co	Industrial Process & Chemical Co.	21111 Wilmington Ave	Long Beach	CA	48,500	\$4,429	
			TOTAL:		48,500	\$4,429	
International Paper Co.	Champion International Corporation	3213 S Santiam Hwy	Lebanon	OR	1,368	\$125	
	Champion International Corporation	1078 Merrill St	Salinas	CA	29,520	\$2,696	
	Champion International Corporation	P O Box 70647	Seattle	WA	1,368	\$125	
	Federal Paperboard Inc.	6001 S Eastern Ave	Los Angeles	CA	92,317	\$8,430	
	Federal Paperboard Inc.	75 Chestnut Ridge Rd	Montvale	NJ	708	\$65	
	Stecher Traung Schmidt Corp.	38083 Cherry St	Newark	CA	14,808	\$1,352	
	Stecher Traung Schmidt Corporation	38083 Cherry St	Newark	CA	76,397	\$6,977	
	Stecher Traung Schmidt Corporation	San Francisco CA	San Francisco	CA	0	\$0	
			TOTAL:		216,486	\$19,770	
Interstate Consolidation	Interstate Consolidation	5800 E Sheila	City of Commerce	CA	32,000	\$2,922	
			TOTAL:		32,000	\$2,922	
J B Hunt	B. Hunt Transportation	P O Box 130	Lowell	AR	844	\$77	
	J.B. Hunt	5650 Sern Ave	South Gate	CA	40,042	\$3,657	
			TOTAL:		40,886	\$3,734	
J E Dewitt Inc.	J.E. Dewitt Inc.	1903 N Durfee	South El Monte	CA	34,180	\$3,121	
			TOTAL:		34,180	\$3,121	

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	Name	Address	City	St.				
JC Penneys	JC Penneys	10039 Norwalk Blvd	Santa Fe Spring	CA	704	\$64		
	JC Penneys	166 Central City Mall	San Bernadino	CA	6,680	\$610		
	JC Penneys	6131 Orangethorpe	Buena Park	CA	17,142	\$1,565		
	JC Penneys	2230 Tully Rd	San Jose	CA	7,043	\$643		
			TOTAL:		31,569	\$2,882		
John Deere Parts Depot	John Deere Parts Depot	4101 S Airport Way	Stockton	CA	26,619	\$2,431		
			TOTAL:		26,619	\$2,431		
John L Armitage & Co	John L. Armitage & Co.	1800 Seventh ST	Richmond	CA	35,120	\$3,207		
			TOTAL:		35,120	\$3,207		
Kasler Continental Heller	Kasler Continental Heller	27400 E Fifth St	San Bernardino	CA	21,654	\$1,977		
			TOTAL:		21,654	\$1,977		
Kester Solder	Kester Solder	1730-1740 N Orangethorpe Way	Anaheim	CA	16,922	\$1,545		
	Kester Solder	Glendale CA	Glendale	CA	7,117	\$650		
	Kester Solder	1730 N Organethorpe	Anaheim	CA	0	\$0		
	Kester Solder	1730 N Organethorpe	Anaheim	CA	2,362	\$216		
			TOTAL:		26,401	\$2,411		
Knape & Vogt Mfg.	Knape & Vogt Mfg.	14777 Firestone	La Mirada	CA	47,792	\$4,364		
			TOTAL:		47,792	\$4,364		
Knight Foundry Inc.	Knight Foundry	420 E Aviation Blvd	Tucson	AZ	267,280	\$24,408		
			TOTAL:		267,280	\$24,408		
Lehigh Hanson, Inc.	Kaiser Sand & Gravel	Kaiser Rd off of Pine Hollow	Clayton	CA	3,663	\$335		
	Kaiser Sand & Gravel	Santa Margarita Hot Plant		CA	18,880	\$1,724		
	SCM Walton Printing	6400 Artesia Blvd	Buena Park	CA	57,395	\$5,241		
	Walton Printing	6400 Artesia Blvd	Buena Park	CA	13,698	\$1,251		
			TOTAL:		93,636	\$8,551		
Levins Metal Corp	Levins Metal Corp.	600 S 4th St	Richmond	CA	24,720	\$2,257		
			TOTAL:		24,720	\$2,257		
LH Research, Inc.	L&H Research	720 S Temescal	Corona	CA	4,292	\$392		
	L&H Research Inc., Circuit 1 Division	2101 S Grand Ave	Santa Ana	CA	282,909	\$25,835		
			TOTAL:		287,201	\$26,227		
Lincoln Blvd Car Wash	Lincoln Blvd. Car Wash	1624 Lincoln Blvd	Santa Monica	CA	47,976	\$4,381		
			TOTAL:		47,976	\$4,381		
Liquid Air Corp	Liquid Air Corp.	8832 Dice Rd	Santa Fe Spring	CA	2,149	\$196		
	Scott Specialty Gases, SGP	5121 Brandin Ct	Fremont	CA	603	\$55		
			TOTAL:		2,752	\$251		

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	Name	Address	City	St.	Qty. (lbs.)		
Loma Linda Foods Co	Keebler Company	3875 Bay Center Pl	Hayward	CA	1,848	\$169	
	Loma Linda Foods Co.	11503 Pierce St	Riverside	CA	35,260	\$3,220	
			TOTAL:		37,108	\$3,389	
Ludlow Saylor	Ludlon Sattlor	1402 E Old Hwy 40	Warrenton	MO	82,080	\$7,495	
	Ludlow Saylor	203 N Sunset Ave	City of Industry	CA	375	\$34	
			TOTAL:		82,455	\$7,529	
Marbro Lamp Co	Marbro Lamp Co.	1625 S Los Angeles St	Los Angeles	CA	47,442	\$4,332	
			TOTAL:		47,442	\$4,332	
McClatchy Newspaper, Inc.	The Modesto Bee	1325 H St	Modesto	CA	5,732	\$523	
	The Sacramento Bee		Sacramento	CA	29,980	\$2,738	
			TOTAL:		35,712	\$3,261	
Mission Kleensweep Products, Inc.	Better Built Chemicals	9851 S Alburdis Ave	Santa Fe Spring	CA	6,177	\$564	
	Mission Kleensweep Products, Inc	2434 Birkdale St	Los Angeles	CA	22,280	\$2,035	
			TOTAL:		28,457	\$2,599	
Model Lands Inc.	Model Lands Inc.	34 South St	San Luis Obispo	CA	26,580	\$2,427	
			TOTAL:		26,580	\$2,427	
MWH Global	Montgomery Engineers/James M. Montgo	555 E Walnuts	Pasadena	CA	11,313	\$1,033	
	Montgomery Engineers/James M. Montgo	250 N Madison Ave	Pasadena	CA	19,813	\$1,809	
			TOTAL:		31,126	\$2,842	
Myers Electric Products Inc.	Associated Plastics, Inc.	2626 Kansas	Riverside	CA	1,401	\$128	
	Associated Plastics, Inc.	15571 Container Lane	Huntington Beac	CA	5,390	\$492	
	Crouse-Hinds	7022 Alondra	Paramount	CA	1,477	\$135	
	Myers Electric Products Inc.	1130 S Vail Ave	Montebello	CA	23,376	\$2,135	
			TOTAL:		31,644	\$2,890	
National Airmotive	National Airmotive	7200 Lockheed St	Oakland	CA	24,885	\$2,272	
			TOTAL:		24,885	\$2,272	
New Mexico Institute of Technology	State of New Mexico - New Mexico Institut	Campus Station P O Box W-202	Socorro	NM	12,872	\$1,175	
			TOTAL:		12,872	\$1,175	
New Mexico State University	State of New Mexico - New Mexico State U	P O Box 3004	Las Cruces	NM	51,151	\$4,671	
			TOTAL:		51,151	\$4,671	
Newpark Sunbeam	Newpark Sunbeam	150 W Hueneme	Hueneme	CA	47,340	\$4,323	
	Tug Newpark Sunbeam	Wharf #1 -	Port Hueneme	CA	53,460	\$4,882	
			TOTAL:		100,800	\$9,205	

Appendix A (Revised 03-21-2016)
Summary of De Minimis Settlement Amounts
Respondents

Settling Party	Facility Data					Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.				
Newport Adhesive								
	Newport Adhesive	17390 Mount Cliffwood	Fountain Valley	CA	21,962	\$2,006		
			TOTAL:		21,962	\$2,006		
Newport Specialty Hospital for itself and on behalf of Prospect Medical Holdings, Inc.								
	Tustin Medical Center	14662 Newport Ave	Tustin	CA	278,080	\$25,394		
	Tustin Medical Center		Tustin	CA	87,160	\$7,959		
			TOTAL:		365,240	\$33,353		
Nike, Inc.								
	Nike, Inc.	9000 Nimbus Dr	Beaverton	OR	6,091	\$556		
	Nike, Inc.	11000 SW 11th St	Beaverton	OR	23,468	\$2,143		
			TOTAL:		29,559	\$2,699		
North American Philips								
	North American Phillips	#9A Butterfield Trail	El Paso	TX	44,829	\$4,094		
	South Coast Lighting	2200 S Anne St	Santa Ana	CA	2,891	\$264		
			TOTAL:		47,720	\$4,358		
North American Van Lines								
	North American Van Lines	1710 Little Orchard	San Jose	CA	383	\$35		
	North American Van Lines	P O Box 988	Fort Wayne	IN	49,164	\$4,490		
	North American Van Lines/Crawford Risk	P O Box 5640	San Jose	CA	968	\$88		
			TOTAL:		50,515	\$4,613		
NuSil Technology LLC								
	McGhan Nusil Corporation	1150 Mark Ave	Carpinteria	CA	433,106	\$39,551		
	Morehouse Ind.	1600 W Commonwealth	Anaheim	CA	1,160	\$106		
			TOTAL:		434,266	\$39,657		
Opto Electronics								
	Opto Electronics	1309 Dynamic St	Petaluma	CA	37,187	\$3,396		
			TOTAL:		37,187	\$3,396		
Overton Moore & Associates, Inc.								
	Overton Moore & Association	2064 University Dr	Compton	CA	78,737	\$7,190		
			TOTAL:		78,737	\$7,190		
P.T.I Technologies, Inc.								
	Purolator Technologies	950 Rancho Conejo Blvd	Newbury Park	CA	18,757	\$1,713		
	Purolator Technologies	P O Box 2000	Newbury Park	CA	157,147	\$14,351		
			TOTAL:		175,904	\$16,064		
Pacific Wood Preserving Co								
	Arizona Pacific Wood Preservitaves	850 W Chambers	Eloy	AZ	670,866	\$61,263		
	Pacific Wood Preserving of Bakersfield	5001 District Blvd	Bakersfield	CA	188,387	\$17,203		
			TOTAL:		859,253	\$78,466		
PacOrd, Inc.								
	PAC ORD Inc.	3050 Airport Way	Long Beach	CA	22,858	\$2,087		
			TOTAL:		22,858	\$2,087		
Palomar Systems & Machines								
	Palomar Systems & Machines	2128 Vineyard St	Escondido	CA	68,914	\$6,293		
	Palomar Systems & Machines	2310 Aldergrover Ave	Escondido	CA	474	\$43		
			TOTAL:		69,388	\$6,336		

Appendix A (Revised 03-21-2016)
Summary of De Minimis Settlement Amounts
Respondents

Settling Party	Facility Data					Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.				
Paramount Machines								
	Paramount Machines	766 N Dodsworth	Covina	CA	35,660	\$3,256		
	Paramount Machines	815 W Cienaga	San Dimas	CA	6,296	\$575		
			TOTAL:		41,956	\$3,831		
Peen-Rite, Inc.								
	Peen-Rite, Inc.	11662 Sheldon St	Sun Valley	CA	33,080	\$3,021		
			TOTAL:		33,080	\$3,021		
Pell Development Co								
	Pell Development Co.	100 Smith Ranch Rd Ste 325	San Rafael	CA	22,260	\$2,033		
			TOTAL:		22,260	\$2,033		
Petoseed Company, Inc.								
	Petco Seed Inc.	1905 Lirio St	Satacoy	CA	9,120	\$833		
	Petoseed Company, Inc.	P O Box 4206	Saticoy	CA	52,800	\$4,822		
			TOTAL:		61,920	\$5,655		
Petrol Transport, Inc.								
	Petro Transporation Inc.	P O Box 5636	Bakersfield	CA	507,874	\$46,379		
			TOTAL:		507,874	\$46,379		
Petrominerals Corp *								
	Petro Minerals Corporation	Hasley Canyon			452,736			
	Petro Minerals Corporation	Hancock	Santa Maria	CA	576,848	\$25,000		
	Petro Minerals Corporation	Field Fee			600,320			
	Petro Minerals Corporation	Williams Holding	Santa Maria	CA	3,445,190			
	Petro Minerals Corporation	Magenheimer			1,427,980			
	Petro Minerals Corporation	Mabel Strawn Lse	Newhall	CA	79,100			
	Petro Minerals Corporation	Del Valle Rd	Saugus	CA	181,020			
	Petro Minerals Corporation	12362 Beach Blvd #9	Stanton	CA	1,195,640			
	Petro Minerals Corporation	Santa Maria CA	Santa Maria	CA	11,200			
	Petro Minerals Corporation	Santa Ana CA	Santa Ana	CA	2,900			
	Petro Minerals Corporation	Sanderca 10-11	Santa Maria	CA	52,840			
	Petro Minerals Corporation	Russel Lse - Cat Canyon			35,520			
	Petro Minerals Corporation	Rincon	Ventura	CA	19,200			
	Petro Minerals Corporation	PO Box 10378 Santa Ana CA 927	Santa Ana	CA	2,900			
	Petro Minerals Corporation	1538 N Century Blvd	Santa Ana	CA	306,980			
	Petro Minerals Corporation	867 So Kellogg	Goleta	CA	3,840			
			TOTAL:		8,394,214	\$25,000		
Pfizer								
	Upjohn Chemical Company	P O Box 685	La Porte	TX	3,330	\$304		
	Upjohn Company	900 N Canlenga	Hollywood	CA	6,840	\$625		
	Warner Lambert Co.	P O Box 4204	Anaheim	CA	21,140	\$1,930		
			TOTAL:		31,310	\$2,859		
Pharm-Eco Laboratories, Inc.								
	Pharm-Eco Laboratories, Inc.	2355 Chain Dr	Simi Valley	CA	21,985	\$2,008		
			TOTAL:		21,985	\$2,008		
Pick-A-Part Auto Recycling								
	Pick-A-Part Auto	2025A S Milliken Ave	Ontario	CA	819,040	\$74,794		
			TOTAL:		819,040	\$74,794		
Pirelli Cable								
	Pirelli Cable	1480 Will S Green Ave	Colusa	CA	21,693	\$1,981		
			TOTAL:		21,693	\$1,981		

*The settlement payment results from an inability-to-pay analysis, as confirmed by a qualified financial expert.

Appendix A (Revised 03-21-2016)
Summary of De Minimis Settlement Amounts
Respondents

Settling Party	Facility Data					Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.				
Placentia-Yorba Linda Unified School District								
	City of Anaheim - Esperanza High School	1830 Kellogg Dr	Anaheim	CA	447		\$41	
	City of Placentia - Placentia Unified Schoo	1301 E Orangethorpe Ave	Placentia	CA	29,636		\$2,706	
			TOTAL:		30,083		\$2,747	
Pomona Valley Hospital Medical Center								
	Pomona Valley Community Hospital	1831 N Orange Grove	Pomona	CA	8,561		\$782	
	Pomona Valley Community Hospital	1798 N Garey Ave	Pomona	CA	27,793		\$2,538	
			TOTAL:		36,354		\$3,320	
Primary Fuels, Inc.								
	Primary Fuels Inc.	Dolocini 71-X	Santa Maria	CA	106,300		\$9,707	
			TOTAL:		106,300		\$9,707	
Providence Health & Services								
	City of Portland, OR - Providence Medical	4805 NE Glisan St	Portland	OR	1,085		\$99	
	City of Tarzana - Tarzana Regional Medic	18321 Clark St	Tarzana	CA	766		\$70	
	Little Company of Mary Hospital	4101 Torrance Blvd	Torrance	CA	1,642		\$150	
	Providence Hospital	3100 Summit St	Oakland	CA	915		\$84	
	San Pedro Peninsula	1300 W Seventh	San Pedro	CA	4,032		\$368	
	St. Johns's Hospital and Health Center	1328 22nd St	Santa Monica	CA	6,060		\$553	
	St. Joseph Medical Center	Buena Vista & Alameda	Burbank	CA	10,712		\$978	
			TOTAL:		25,212		\$2,302	
Public Service Marine Inc.								
	Public Service Marine Inc.	10011 Scripps Ranch Rd	San Diego	CA	25,580		\$2,336	
			TOTAL:		25,580		\$2,336	
Pure Fishing								
	Abu-Garcia	1111 E McFadden	Santa Ana	CA	17,965		\$1,641	
	Fenwick	14799 Chestnut St	Westminster	CA	4,460		\$407	
	Seven Strand Tackle	5401 MacFadden	Huntington Beac	CA	24,560		\$2,243	
	Sevenstrand Tackle	899 W Cowles St	Long Beach	CA	1,292		\$118	
			TOTAL:		48,277		\$4,409	
Quality Heat Treating								
	Quality Heat Treating	3305 Burton Ave	Burbank	CA	20,253		\$1,849	
			TOTAL:		20,253		\$1,849	
R E Hazard Contracting Company								
	R.E. Hazard Contracting Company	P O Box 3217	San Diego	CA	36,548		\$3,338	
			TOTAL:		36,548		\$3,338	
R F White Company Inc.								
	R.F. White Company Inc.	1401 W Arron	Upland	CA	43,802		\$4,000	
			TOTAL:		43,802		\$4,000	
R&G Sloane Maintenance								
	R&G Sloane Maintenance	7660 N Claybourne Ave	Sun Valley	CA	43,199		\$3,945	
			TOTAL:		43,199		\$3,945	
Rally Chevrolet								
	Blumel & Martin Cadillac	1027 W Avenue K	Lancaster	CA	433		\$40	
	Rally Chevrolet	811 West K Ave	Lancaster	CA	35,580		\$3,249	
			TOTAL:		36,013		\$3,289	

Appendix A (Revised 03-21-2016)
Summary of De Minimis Settlement Amounts
Respondents

Settling Party	Facility Data					Settlement Option A	Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)		
Ramser Development Company							
	Ramser Development	18521 Railroad St	City of Industry	CA	552,521	\$50,456	
			TOTAL:		552,521	\$50,456	
Red Lions Inn							
	Red Lions Inn	4001 Main St	Vancouver	WA	39,840	\$3,638	
			TOTAL:		39,840	\$3,638	
Reid Metal Finishing							
	Reid Metal Finishing	3110 W Harvard	Santa Ana	CA	28,854	\$2,635	
			TOTAL:		28,854	\$2,635	
Richmond Technology, Inc.							
	Dirico Inc., Richmond Division	P O Box 1129	Redlands	CA	31,398	\$2,867	
	Dixie Company, Richmond Division	P O Box 1129	Redlands	CA	24,680	\$2,254	
	Plastic Science	1918 E Glemwood Pl	Santa Ana	CA	539	\$49	
	Richmond Div Dixico, Inc.	Cotton & Opal Sts	Redlands	CA	6,589	\$602	
	Richmond Techn.	1800 E Colton	Redlands	CA	53,747	\$4,908	
			TOTAL:		116,953	\$10,680	
Roadway Express, Inc.							
	Roadway Express	P O Box 1025	Guasti	CA	571	\$52	
	Roadway Express	1130 N Main St	Orange	CA	1,889	\$173	
	Roadway Express	12355 Montague St	Pacoima	CA	160	\$15	
	Roadway Express	13327 Temple Ave	City of Industry	CA	4,943	\$451	
	Roadway Express	1436 Terminal Ave	San Jose	CA	481	\$44	
	Roadway Express	201 Toland St	San Francisco	CA	555	\$51	
	Roadway Express	2021 S 51st Ave	Phoenix	AZ	276	\$25	
	Roadway Express	2550 E 28th St	Vernon	CA	3,150	\$288	
	Roadway Express	590-A W 135th St	Gardena	CA	293	\$27	
	Roadway Express	730 N Andreason	Escondido	CA	11,371	\$1,038	
	Roadway Express	750 N Capital Ave	Milpitas	CA	240	\$22	
	Roadway Express	1819 E Pacific Coast Hwy	Wilmington	CA	979	\$89	
	Roadway Transportation	17401 Adelanto Rd	Adelanto	CA	4,880	\$446	
			TOTAL:		29,788	\$2,721	
Rossi Enterprises							
	Rossi King Corp.	414 Higuera St	San Luis Obispo	CA	18,280	\$1,669	
	Rossi-Rosetti	414 Higuera St	San Luis Obispo	CA	41,280	\$3,770	
			TOTAL:		59,560	\$5,439	
S&P Company							
	S&P Co.	200 S Figueroa	Los Angeles	CA	6,300	\$575	
	S&P Co.	100 Shoreline Bldg B Ste 395	Mill Valley	CA	1,188,900	\$108,569	
	S&P Co.	83 St Thomas Way	Tiburon	CA	1,371	\$125	
	S&P Co.	P O Box 992	Corte Madera	CA	15,132	\$1,382	
			TOTAL:		1,211,703	\$110,651	
Santa Barbara News Press							
	Santa Barbara News Press	Drawer N	Santa Barbara	CA	15,320	\$1,399	
	Santa Barbara News Press	De La Guerra Plaza	Santa Barbara	CA	38,843	\$3,547	
			TOTAL:		54,163	\$4,946	
Santa Clara University							
	Santa Clara University	Department of Chemistry	Santa Clara	CA	2,823	\$258	
	University of Santa Clara	751 Campbell Ave	Santa Clara	CA	21,915	\$2,001	
			TOTAL:		24,738	\$2,259	

Appendix A (Revised 03-21-2016)
Summary of De Minimis Settlement Amounts
Respondents

Settling Party	Facility Data					Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.				
Schurgin Development Corporation								
	Franciscan Promenade	12421 W Olympic Blvd	Los Angeles	CA	59,241		\$5,410	
	Whittier Retail Center-Schurgin Developm	12421 W Olympic Blvd	Los Angeles	CA	48,315		\$4,412	
			TOTAL:		107,556		\$9,822	
Sea World								
	Sea World	1720 S Shores Rd	San Diego	CA	23,805		\$2,174	
			TOTAL:		23,805		\$2,174	
Security Pacific Bank								
	La Jolla Bank & Trust	9333 Genesee Ave	San Diego	CA	123,840		\$11,309	
	Security Pacific Bank	333 S Beaudry Ave	Los Angeles	CA	1,971		\$180	
	Security Pacific Bank	300 S Grand Ste 1700	Los Angeles	CA	280		\$26	
	Security Pacific Trust	P O Box 9009	Bakersfield	CA	5,700		\$521	
			TOTAL:		131,791		\$12,036	
Security Pacific Corp - Brea Operations Center								
	Brea Operations Center-B1-14	275 S Valencia Ave	Brea	CA	52,530		\$4,797	
			TOTAL:		52,530		\$4,797	
SESCO								
	EMM Sesco	20151 Nordhoff St	Chatsworth	CA	3,641		\$332	
	SESCO	12621 Chadron Ave	Hawthorne	CA	43,683		\$3,989	
			TOTAL:		47,324		\$4,321	
Setzer Forest Products								
	Setzer Forest Products	2570 Third St	Sacramneto	CA	21,551		\$1,968	
			TOTAL:		21,551		\$1,968	
Sierra Pacific Power Co								
	Sierra Pacific Power Co.	P O Box 107	Tahoe Vista	CA	37,900		\$3,461	
	Sierra Pacific Power Co.	Hayford CA			0		\$0	
			TOTAL:		37,900		\$3,461	
Sonoco Products Company								
	Boise Cascade Inc.	2300 W Sagerstron	Santa Ana	CA	5,848		\$534	
	Boise Cascade Inc.	Santa Clara CA	Santa Clara	CA	2,240		\$205	
	Boise Cascade Inc.	555 Maple Ave	Torrance	CA	1,641		\$150	
	Boise Cascade Inc.	2600 Goodrick Ave	Richmond	CA	7,158		\$654	
	Boise Cascade Inc.	3300 Segerstrom	Santa Ana	CA	5,594		\$511	
	Continental Fibre Drum Inc.	701 Willow Pass Rd	Pittsburg	CA	1,080		\$99	
	Sonoco Products Co.	166 N Baldwin Park Blvd	City of Industry	CA	35,960		\$3,284	
	Sonoco Products Co.	12851 Leyva	Norwalk	CA	3,814		\$348	
	Sonoco Products Co.	2600 Goodrick Ave	Richmond	CA	10,319		\$942	
	Sonoco Products Co.	3300 W Segerstrom	Santa Ana	CA	4,696		\$429	
			TOTAL:		78,350		\$7,156	
SPS Technologies								
	SPS Technologies	2701 Harbor Blvd	Santa Ana	CA	95,189		\$8,693	
			TOTAL:		95,189		\$8,693	
State of Arizona								
	Arizona Department of Health Service	1740 W Adams Rm 303 (Waste C	Phoenix	AZ	2,089		\$191	
	State of Arizona - Dept. of Emergency Ser	5636 E McDowell Rd	Phoenix	AZ	9,574		\$874	
	State of Arizona - Dept. of Environmental	2655 E Magnolia Ste 2	Phoenix	AZ	6,836		\$624	
	State of Arizona - Dept. of Transportation	206 S 17th Ave Room 128A	Phoenix	AZ	1,711		\$156	
	State of Arizona - Dept. of Transportation	1745 W Madison	Phoenix	AZ	366		\$33	
	State of Arizona - Dept. of Transportation	1801 S Milton	Flagstaff	AZ	896		\$82	
			TOTAL:		21,472		\$1,960	

Appendix A (Revised 03-21-2016)
Summary of De Minimis Settlement Amounts
Respondents

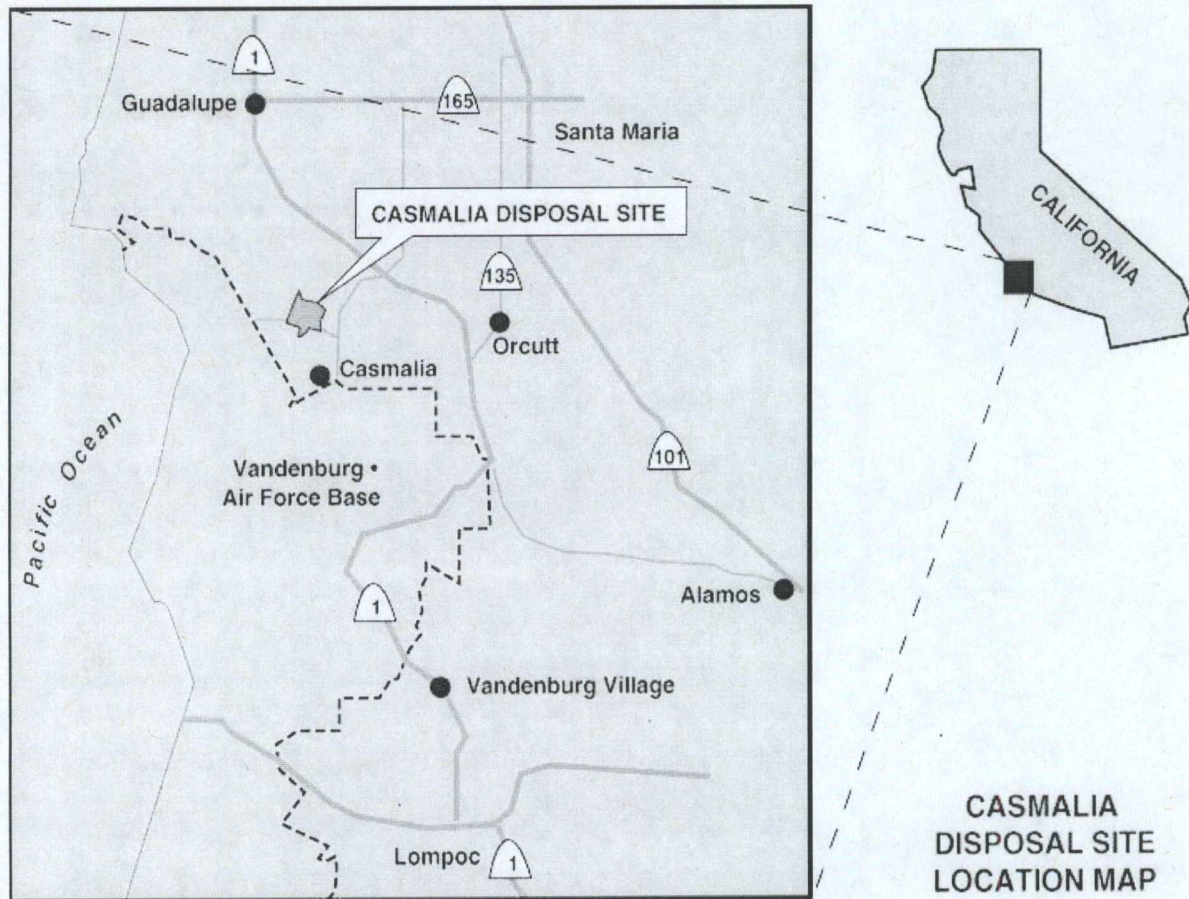
Settling Party	Facility Data					Settlement Option A	Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)		
Stewart/Walker Company	Stewart/Walker Company	6892 Marlin Cir	La Palma	CA	25,000	\$2,283	
			TOTAL:		25,000	\$2,283	
Superior Metal Finishing, Inc.	Superior Metal Finishing, Inc.	1733 W 134th St	Gardena	CA	22,522	\$2,057	
			TOTAL:		22,522	\$2,057	
T W Graphics	T.W. Graphics	6901 Stanford St	Los Angeles	CA	28,966	\$2,645	
			TOTAL:		28,966	\$2,645	
Telic Corporation	Telic Corporation	1631 Colorado Blvd	Santa Monica	CA	29,302	\$2,676	
			TOTAL:		29,302	\$2,676	
The Toro Company	Toro	5825 Jasmine	Riverside	CA	42,176	\$3,851	
			TOTAL:		42,176	\$3,851	
Thoratec Laboratories Corporation	Thoratec Laboratories Corporation	4204 Hallis St	Emeryville	CA	0	\$0	
	Thoratec Labs	2448 Sixth St	Berkeley	CA	23,282	\$2,126	
			TOTAL:		23,282	\$2,126	
Time Warner Inc.	Allied Record Co, Matrix Dept.	1830 Olympic Blvd	Santa Monica	CA	8,267	\$755	
	Allied Record Co.	6110 Peachtree St	Los Angeles	CA	569	\$52	
	Sheffield Lab Matrix	1830 Olympic Blvd	Santa Monica	CA	6,708	\$613	
	Westland Graphics	1400 W Burbank Blvd	Burbank	CA	28,177	\$2,573	
			TOTAL:		43,721	\$3,993	
True Value Hardware Simi Valley	True Value Hardware	711 Los Angeles Ave	Simi Valley	CA	22,700	\$2,073	
			TOTAL:		22,700	\$2,073	
U S Divers (USD Corp)	U.S. Divers (USD Corp.)	3323 W Warner	Santa Ana	CA	22,553	\$2,060	
			TOTAL:		22,553	\$2,060	
United Oil	J&M Oil Company	3915 E Olympic Blvd	Los Angeles	CA	20,807		\$1,455
	United Oil	5155 W Rosecrans	Hawthorne	CA	10,674		\$746
			TOTAL:		31,481		\$2,201
UVP, Inc.	UVP Inc.	825 E Evelyn Ave	Sunnyvale	CA	5,445	\$497	
	UVP Inc.	P O Box 1501	San Gabriel	CA	16,205	\$1,480	
			TOTAL:		21,650	\$1,977	
Ventura Towne House	Ventura Towne House	9900 Telegraph Rd	Ventura	CA	20,000	\$1,826	
	Ventura Towne House	4900 Telegraph Rd	Ventura	CA	453	\$41	
			TOTAL:		20,453	\$1,867	

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Appendix A (Revised 03-21-2016)
Summary of De Minimis Settlement Amounts
Respondents

Settling Party	Facility Data					Settlement Option A	Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)		
Ventura Transfer Company							
	Ventura Transfer Company	2418 E 223rd St	Long Beach	CA	77,028	\$7,034	
			TOTAL:		77,028	\$7,034	
Vulcan Materials Company							
	Cal Mat Co.	15980 Gilman Springs Rd	Moreno Valley	CA	960	\$88	
	Cal Mat Co.	P O Box 2950	Los Angeles	CA	112,211	\$10,247	
	Cal Mat Co.	11599 N Friant Rd	Fresno	CA	1,522	\$139	
	Cal Mat Co.	11150 W Pico Blvd	West Los Angele	CA	42,140	\$3,848	
	Cal Mat Co.	11401 Tuxford	Sun Valley	CA	8,111	\$741	
	Cal Mat Co.	1349 Stage Rd	Santa Fe Spring	CA	31,860	\$2,909	
	Cal Mat Co.	1862 E 27th St	Vernon	CA	50,640	\$4,624	
	Cal Mat Co.	4702 Azusa Canyon Rd	Irwindale	CA	6,144	\$561	
	Cal Mat Co.	695 S Rancho	Colton	CA	15,036	\$1,373	
	Cal Mat Co., California Portland Cement D	P O Box 910	Mojave	CA	450,496	\$41,139	
	Cal Mat Co., California Portland Cement D	3200 San Fernando Rd	Los Angeles	CA	11,203	\$1,023	
	Cal Mat Co., California Portland Cement D	465 S Rancho St	Colton	CA	526,052	\$48,039	
	Cal Mat Co., Conrock Division	111401 Tuxford	Sun Valley	CA	37,040	\$3,382	
	Cal Mat Co., Conrock Division	16001 Foothill Blvd	Irwindale	CA	27,760	\$2,535	
	Cal Mat Co., Conrock Division	454 N Prospect Ave	Orange	CA	3,200	\$292	
	Cal Mat Co., Conrock Division	4702 Azusa Canyon Rd	Irwindale	CA	41,684	\$3,807	
	Calif. Portland Cement Co.						
			TOTAL:		1,366,059	\$124,747	
Weatherford BMW							
	Weatherford BMW	5903 Christie Ave	Emeryville	CA	43,540	\$3,976	
			TOTAL:		43,540	\$3,976	
Weber Nameplate							
	Weber Nameplate	2730 Shannon	Santa Ana	CA	23,800	\$2,173	
			TOTAL:		23,800	\$2,173	
Williams Bros Market							
	William Bros Market	po box 305	Dinuba	CA	66,820	\$6,102	
	Williams Bros Market	po box 305	Santa Maria	ca	0	\$0	
			TOTAL:		66,820	\$6,102	
Winonics Inc.							
	J.R. Control Inc.	1301 S Cucamonga Ave	Ontario	CA	17,701	\$1,616	
	Winonics Inc.	1257 S State College Blvd	Fullerton	CA	23,060	\$2,106	
			TOTAL:		40,761	\$3,722	
Winters Industrial Cleaning							
	Winters Industrial Cleaning	8467 E Loch Lomond Dr	Pico Rivera	CA	33,060	\$3,019	
			TOTAL:		33,060	\$3,019	
XIK, LLC - Successor to Arwood Corporation by merger							
	Arwood	11126 Greenstone Ave	Santa Fe Spring	CA	34,648	\$3,164	
			TOTAL:		34,648	\$3,164	
Zep, Inc.							
	Cline-Buckner, Inc.	16317 Pluma Ave	Cerritos	CA	24,300	\$2,219	
			TOTAL:		24,300	\$2,219	

Appendix B
Site Location Map



Casmalia Disposal Site

EPA Region IX AOC No. 99-02(i)

CDM257813

Appendix C
Contaminants List

CHEMICAL NAME	
1,1,1-Trichloroethane	1,2-Dibromoethane
1,1,2,2-Tetrachloroethane	1,2-Dichlorobenzene
1,1,2-Trichloro-1,2,2-trifluoroethane	1,2-Dichloroethane
1,1,2-Trichloroethane	1,2-Dichloropropane
1,1-Dichloroethane	1,3,5-Trimethylbenzene
1,1-Dichloroethene	1,3-Dichlorobenzene
1,2,3,4,6,7,8,9-OCDD	1,4-Dichlorobenzene
1,2,3,4,6,7,8,9-OCDF	1,4-Dioxane
1,2,3,4,6,7,8-HpCDD	1,4-Naphthoquinone
1,2,3,4,6,7,8-HpCDF	1,4-Phenylenediamine
1,2,3,4,7,8,9-HpCDF	2,3,4,6,7,8-HxCDF
1,2,3,4,7,8-HxCDD	2,3,4,6-Tetrachlorophenol
1,2,3,4,7,8-HxCDF	2,3,4,7,8-PeCDF
1,2,3,6,7,8-HxCDD	2,3,7,8-TCDD
1,2,3,6,7,8-HxCDF	2,3,7,8-TCDF
1,2,3,7,8,9-HxCDD	2,4,5-T
1,2,3,7,8,9-HxCDF	2,4,5-TP (Silvex)
1,2,3,7,8-PeCDD	2,4,5-Trichlorophenol
1,2,3,7,8-PeCDF	2,4-D
1,2,3-Trichlorobenzene	2,4-Dichlorophenol
1,2,4-Trichlorobenzene	2,4-Dimethylphenol
1,2,4-Trimethylbenzene	2,4-Dinitrophenol
1,2-Dibromo-3-chloropropane	2,6-Dichlorophenol

Appendix C
Contaminants List

CHEMICAL NAME	
2-Chlorophenol	Benzyl butyl phthalate
2-Chlorotoluene	Beryllium
2-Hexanone	Beryllium
2-Methylnaphthalene	Beta BHC
2-Nitrophenol	bis(2-Chloroethoxy) methane
2-Picoline	bis(2-Chloroethyl) ether
4,4'-DDT	bis(2-Ethylhexyl) phthalate
4-Chloro-3-methylphenol	Bromide
4-Nitrophenol	Bromobenzene
Acenaphthene	Bromochloromethane
Acenaphthylene	Bromodichloromethane
Acetone	Bromoform
Acetonitrile	Bromomethane
Acetophenone	Cadmium
Aldrin	Carbon disulfide
Allyl chloride	Carbon tetrachloride
Alpha BHC	Chlorobenzene
Aniline	Chloroethane
Antimony	Chloroform
Arsenic	Chloromethane
Barium	Chromium
Benzene	cis-1,2-Dichloroethene

Appendix C
Contaminants List

CHEMICAL NAME	
Benzo[a]pyrene	cis-1,3-Dichloropropene
Benzo[b]fluoranthene	Cobalt
Benzoic acid	Copper
Benzyl alcohol	Cyclohexanone
DBCP	Hexachlorobutadiene
delta-BHC	Isobutyl alcohol
Di-n-butyl phthalate	Isophorone
Dibromomethane	Isopropyl alcohol
Dicamba	Isopropylbenzene
Dichlorodifluoromethane	Lead
Dichloroprop	m-Cresol
Diesel Range Organics (C12 - C24)	MCPP
Diethyl phthalate	Mercury
Dimethyl phthalate	Methoxychlor
Dinoseb	Methyl ethyl ketone
EDB	Methyl isobutyl ketone
Endrin	Methylene chloride
Ethane, 1,1,2,2-tetrachloro- 1,2-di	Molybdenum
Ethanol	n-Butylbenzene
Ethylbenzene	N-Nitrosodi-n-butylamine
Fluoranthene	N-Nitrosodiethylamine
Fluorene	N-Nitrosodimethylamine
gamma-BHC (Lindane)	N-Nitrosomethylethylamine

Appendix C
Contaminants List

CHEMICAL NAME	
Hepta-CDDs	N-Nitrosomorpholine
Hepta-CDFs	n-Propylbenzene
Heptachlor	Naphthalene
Heptachlor epoxide	Nickel
Hexa-CDDs	o-Cresol
Hexa-CDFs	o-Xylene
Hexachlorobenzene	p-Cresol
p-Isopropyltoluene	Tetra-CDFs
Penta-CDDs	Tetrachloroethene
Penta-CDFs	Tetrahydrofuran
Pentachlorophenol	Thallium
Phenanthrene	Tin
Phenol	Toluene
Pyrene	Total Petroleum Hydrocarbons as Diesel Fuel
Pyridine	Total xylenes
sec-Butylbenzene	trans-1,2-Dichloroethene
Selenium	Trichloroethene
Silver	Trichloroethylene
Sodium	Trichlorofluoromethane
Styrene	Vanadium
Sulfate	Vinyl acetate
Sulfide	Vinyl chloride
Tetra-CDDs	Zinc